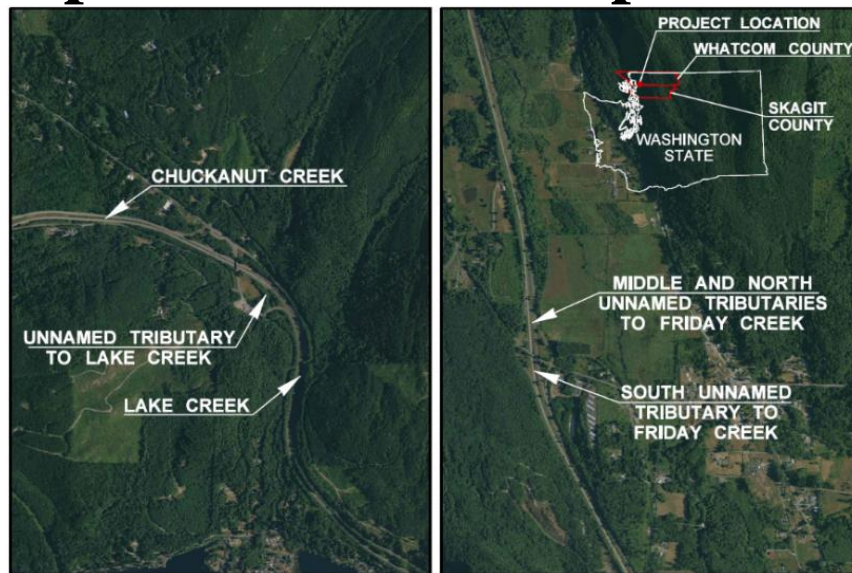


# **Request for Qualifications**

## **Washington State Department of Transportation**



**009947**

### **I-5/Tributaries to Friday, Lake & Chuckanut Creeks – Fish Passage Project**

**Issued:  
March 6, 2023**

**Statement of Qualifications Due:  
April 20, 2023**

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## 1. Introduction

### 1.1 *Request for Qualifications*

The Washington State Department of Transportation (WSDOT) is requesting a Statement of Qualifications (SOQ) from each entity (Submitter) interested in submitting a design-build Proposal for the \*\*\*I-5 / Tributaries to Friday, Lake & Chuckanut Creeks – Fish Passage\*\*\* Project (Project) located in \*\*\*Skagit and Whatcom Counties\*\*\*, Washington. By submitting a SOQ, Submitters agree to be bound by the requirements of this Request for Qualifications (RFQ). Submitters shall satisfy all requirements specified in this RFQ. Failure of the Submitter to meet these requirements may result in rejection of its SOQ.

It is WSDOT policy to ensure that no Person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 (and the Federal-aid Highway Act of 1968), be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any WSDOT service, program or activity.

It is WSDOT policy to ensure that no Person shall, on the grounds of disability, as provided by Section 504 and the Americans with Disabilities Act (ADA), be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any WSDOT service, program, or activity. This RFQ can be made available in an alternative format by emailing WSDOT Diversity/Americans with Disabilities Act Compliance Team at [wsdotada@wsdot.wa.gov](mailto:wsdotada@wsdot.wa.gov) or by calling toll free (855) 362-4232. Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay Service at 711.

WSDOT has developed a paperless Design-Build process in accordance with Executive Order E 1066.00, Executive Order E 1010, and RCW 19.360. Consequently, within all design-build documents, each occurrence of the term “written” shall be deemed to mean an electronic communication (see definition of “written” in Section 1-03.1 of the General Provisions and RFQ, Appendix B).

## 2. Contact Information

### 2.1 *Submittal Information Point of Contact*

WSDOT will post addenda and other communications on the WSDOT Contract Ad & Award website: \*\*\*<https://wsdot.wa.gov/business-wsdot/contracting-opportunities/i-5-tributaries-friday-lake-chuckanut-creeks-fish-passage>\*\*\*.

Submitters may sign up on the interested parties list to receive notifications when new items are posted to the website.

The SOQ shall be submitted electronically using the WSDOT SFTP site to the WSDOT Contract Ad & Award Office in accordance with Section 6.2 of this RFQ.

Submitters should not contact the Contract Ad & Award Office for technical clarification of the RFQ or related Project specifics. The WSDOT Technical Point of

1 Contact designated in Section 2.2 will address Project-specific questions and technical  
2 clarifications.

## 3 **2.2 WSDOT Technical Point of Contact**

4 Submitters who have questions or need further clarification or information regarding  
5 the technical aspects of the RFQ or the Project should contact the following designated  
6 WSDOT Technical Point of Contact by letter, phone, or email as follows:

7 \*\*\*Mikkel Lamay  
8 1019 Andis Road  
9 Burlington, WA 98233  
10 Phone: (360) 757-5856  
11 Email: lamaymp@wsdot.wa.gov\*\*\*

## 12 **3. Procurement Process**

### 13 **3.1 Process Overview**

14 WSDOT will use a two-step procurement process to select a design-build Contractor  
15 (Design-Builder) to deliver the Project. The issuance of this RFQ is part of the first step  
16 to solicit information from potential Design-Builders in the form of SOQ submittals.  
17 WSDOT will evaluate and score each submitted SOQ to determine which Submitters  
18 are the most highly qualified to deliver the Project. WSDOT will short list three to five  
19 of the most highly qualified Submitters to advance to the second step in the  
20 procurement.

21 In the second step, WSDOT will issue a Request for Proposal (RFP) for the Project to  
22 the short listed Submitters. Only the short listed Submitters will be eligible to submit a  
23 Proposal for the Project. Each short listed Submitter who submits a Proposal in  
24 response to the RFP is referred to herein as a “Proposer.” WSDOT may award the  
25 Contract to the Proposer offering the Apparent Best Value, to be determined as  
26 described in the RFP.

27 WSDOT will pay a stipend of \*\*\*\$400,000\*\*\* to all Proposers who submit a stipend  
28 agreement, stipend invoice, and responsive Proposal.

29 WSDOT may cancel or re-advertise this procurement at its discretion.

### 30 **3.2 Procurement Schedule**

31 The procurement schedule for this RFQ is shown in Table 3.2 below. This schedule is  
32 subject to revision by the RFP and addenda to this RFQ.

**Table 3.2**  
**Procurement Schedule**

Action	Dates
<b>Step 1 – SOQ Phase</b>	
RFQ Issue Date	***3/6/2023***
Voluntary Submitter's Meeting	***3/14/2023***

**Table 3.2**  
**Procurement Schedule**

Action	Dates
Deadline for Requesting a WSDOT SFTP Username and Password	***4/6/2023***
Deadline for Submitting RFQ Questions	***4/6/2023***
Deadline for WSDOT Response to RFQ Questions	***4/13/2023***
SOQ Due Date	***4/20/2023***
Notify Short Listed Submitters	***5/22/2023***
<b>Step 2 – Proposal Phase</b>	
Issue RFP	***5/29/2023***
Voluntary Proposer's Meeting	***6/6/2023***
ATC Submittal Deadline	***11/1/2023***
Deadline for Submitting Proposer Questions	***10/18/2023***
Deadline for WSDOT Response to Proposer Questions	***10/25/2023***
Proposals Due Date	***11/29/2023***
Announce Apparent Best Value Proposer	***1/24/2024***
Estimated Notice to Proceed 1	***2/28/2024***

**3.3 Questions, Clarifications, Addenda, and Requesting Secure File Transfer Protocol**

Questions and requests for clarification regarding this RFQ shall be submitted in writing to the WSDOT Technical Point of Contact. To be considered, all questions and requests must be received by \*\*\*4:59:59 pm\*\*\*, Pacific Time (PT), on the date indicated in Table 3.2.

WSDOT reserves the right to revise this RFQ at any time before the SOQ Due Date indicated in Table 3.2. Such revisions, if any, will be announced by addenda to this RFQ.

WSDOT will use the following guidelines when responding to questions, requests for clarification, and issuing addenda:

- Addenda, questions, requests for clarification, and responses will be posted to the WSDOT Contract Ad & Award website as specified in Section 2.1 of this RFQ.
- WSDOT will send an email notification to the interested parties list as soon as each addendum, response, or group of responses is issued. The notification will include an electronic copy of the addendum or clarification.

The Submitters shall acknowledge receipt of all addenda by completing Form A, *Acknowledgment of Receipt of Addenda* which is included in Appendix A of this RFQ. The completed Form A shall be included in the SOQ submittal package as Appendix C to the SOQ.

Submitters shall contact the WSDOT Contract Ad & Award Office to request or confirm a Secure File Transfer Protocol (SFTP) Username and Password to upload their SOQ as indicated in Section 6.2 of this RFQ.

**3.4      *Ex Parte Communications***

Submitters are expected to conduct themselves with professional integrity and to refrain from lobbying activities. During the procurement process (commencing with issuance of this RFQ and continuing until execution of the Contract or cancellation of the procurement), no employee, member, agent, advisor, or of any Submitter shall have any ex parte communications, directly or indirectly, regarding this procurement with any representative of WSDOT or the Federal Highway Administration (FHWA), including their staff, advisors, contractors, or consultants (as described in Section 5.2) involved with the procurement, except for communications expressly permitted by this RFQ (or, subsequent to issuance of the RFP, except for communications expressly permitted by the RFP).

Any verified allegation that a Submitter or an employee, agent, advisor, or Subcontractor of a Submitter has engaged in such prohibited communications or attempted to unduly influence the selection process may be cause for WSDOT to disqualify the Submitter from participating, all at the discretion of WSDOT.

**3.5      *Voluntary Meeting for Potential Submitters***

WSDOT will hold an informational meeting for potential Submitters regarding this RFQ on the date indicated in Table 3.2. Attendance at this meeting is not a prerequisite to being a Submitter. The meeting will be held from \*\*\*1:00 pm to 2:00 pm PST on March 14, 2023, via a Microsoft Teams meeting. Prior to the meeting, WSDOT will send an email notification to the interested parties list with the link to the Teams meeting and a notice will be posted to the WSDOT Contract Ad & Award website as specified in Section 2.1 of this RFQ.\*\*\*

**3.6      *Submitter Secure File Transfer Protocol Username and Password***

WSDOT is requiring that this procurement be submitted completely electronically. Each Submitter shall request a Secure File Transfer Protocol (SFTP) Username and Password via email listed below prior to the date indicated in Table 3.2.

Email: CAA@WSDOT.WA.GOV

Subject line must state: Contract name, Contract number, Request for Username and Password

**3.7      *WSDOT's Rights***

Throughout the procurement process, WSDOT reserves the right, at its sole discretion, to:

- Appoint evaluation committees to review SOQs and Proposals.
- Investigate the qualifications of any Submitter or Proposer.
- Seek or obtain data from any source related to the SOQs or Proposals.
- Require confirmation of information furnished by a Submitter or Proposer.
- Hold meetings and conduct discussions and correspondence with the Submitters and Proposers to seek an improved understanding and evaluation of the SOQs or Proposals.



- Require additional information from a Submitter or Proposer concerning its SOQ or Proposal.
- Seek and receive clarifications to a SOQ or Proposal.
- Require additional evidence of qualifications to perform the Work.
- Modify the procurement process.
- Waive minor deficiencies and irregularities in a SOQ or Proposal.
- Reject any or all of the SOQs or Proposals.
- Issue a new RFQ or RFP.
- Issue a request for Best and Final Offers.
- Cancel the Contract signed by the selected Design-Builder but not yet executed by WSDOT.
- Not issue a Notice to Proceed (NTP) after execution of the Contract.
- Take any action affecting the RFQ process, the RFP process, or the Project that would be in the best interests of WSDOT.

## **4. Scope of the Project**

### **4.1      *Estimated Cost***

The estimated range for the Contract cost is approximately \*\*\*\$100 to \$120 million\*\*\*.

### **4.2      *Time for Completion***

WSDOT anticipates that the Project will be Substantially Complete by \*\*\*December 31, 2027\*\*\*.

### **4.3      *WSDOT's Project Goals***

WSDOT has established the following goals for the Project:

- \*\*\*Goal 1 - Environmental Stewardship and Collaboration:
  - A. Design and construct fish passable water crossing structures that result in the removal of the fish barrier culverts from the federal court injunction list. Maximize habitat benefits for fish of all life stages and wildlife.
  - B. Engage in a collaborative design and construction approach with WSDOT to gain support for the project from Resource Co-Manager (WDFW and tribes) and Permitting Agencies through timely and effective communication.
  - C. Develop a project that minimizes environmental impacts and prepare documentation that effectively and efficiently completes environmental reviews and consultations.
- Goal 2 - Minimize Public Impacts
  - A. Design and construct a project that reduces durations of roadway, lane and ramp closures on freeways, highways and local streets and reduces the

overall duration of construction by optimizing construction staging and effectively managing work zones.

B. Provide effective and timely communications to local businesses and effected communities in addition to providing timely status updates to WSDOT to inform the public and ensure that related project information related to project timing is maximized.

C. Develop, implement, and prioritize strategies that reduce worker exposure to traffic hazards by utilizing positive protection devices such as TMA's, Temporary Barriers and Movable Barriers, managing overall worker exposure to traffic hazards by selecting and proposing efficient closure/detour strategies, and incorporating smart work zones devices and applications to manage work zone traffic and improve worker safety.

- Goal 3 - Effective Project Management:

A. Develop and implement a well-planned project schedule that appropriately accounts for all phases of Work from NTP 1 through Completion and appropriately accounts for environmental documentation and permit acquisition. Utilize the schedule to identify and manage risk. Resolve issues early and efficiently at the appropriate level.\*\*\*

#### **4.4 Project Scope and Status**

The following Project scope is provided to Submitters to assist in developing a team with the expertise that is required for the Project. The Design-Builder shall be responsible for management, design, and construction of the Project. The design and construction by the Design-Builder shall be in accordance with WSDOT's guidelines and standards as required by the RFP. WSDOT's intent is to allow flexibility in design and construction to accommodate processes, procedures, and innovative techniques that are preferred by the Design-Builder, as long as they are consistent with Site conditions, good engineering practices, context sensitive solutions, environmental documents and permits, other standards, guidelines, and procedures identified in the RFP, and the Project goals. The scope of Work presented in this RFQ for the Project may or may not be the final scope of Work presented in the RFP for the Project.

\*\*\*This Project will address the following barriers to fish passage by either eliminating them through realignment of the stream, or replacing them with fish passable structures in compliance with the federal injunction regarding fish passage underneath WSDOT highways:

- South Unnamed Tributary to Friday Creek (I-5 MP 240.75 to 240.95, WDFW Sites 995236, 995235, 995234, 995233, 995232, and 995245)
- Middle and North Unnamed Tributaries to Friday Creek (I-5 MP 240.95 to 241.15, WDFW Sites 995240, 995239, 995238, 995237, 995241, 995259, and 995246)
- Lake Creek, Draining to Lake Samish (I-5 MP 245.65 to 246.25, WDFW Site FR75)

- Unnamed Tributary to Lake Creek (I-5 MP 245.95 to 246.25, WDFW Sites 995255 and 995256)

- Chuckanut Creek (I-5 MP 246.60 to 246.90, WDFW Site 995411)

The Project shall also include, but is not limited to, the following:

- Providing design and environmental documentation in support of the environmental review under SEPA and NEPA, including but not limited to documentation for completing consultation or review for all applicable regulations, codes and acts.
- Acquiring all necessary environmental permits and approvals to construct the project as an authorized agent of WSDOT.
- Acquiring all necessary right of way, property, and/or access rights, as an authorized agent of WSDOT to construct the Project.
- Other work elements include, but are not limited to: constructing bridges, constructing embankments, constructing temporary roadway bypasses, creek channel grading, large woody material installation, temporary and permanent electrical/illumination, temporary stream diversion, fish exclusion, paving and pavement marking, signing, erosion control and planting.\*\*\*

This Project is being funded by \*\*\*the state of Washington and the United States Department of the Treasury\*\*\*.

#### **4.4.1 \*\*\*Status of Environmental Documentation\*\*\***

WSDOT will not complete the required consultations under the Endangered Species Act (ESA), National Historic Preservation Act, or other applicable regulations, codes or acts, necessary to satisfy the National Environmental Policy Act (NEPA) and the State Environmental Policy Act (SEPA) until after NTP 1 is issued. It will be the Design-Builder's responsibility to complete all environmental evaluations and documentation, in support of the Design-Builder's design, necessary to complete environmental reviews. WSDOT will use the environmental documents developed by the Design-Builder and information provided by the Design-Builder representing the Design-Builder's design, to complete the environmental review process required under NEPA and SEPA. Federal regulations limit the amount and type of work that can be performed prior to the completion of the NEPA process; therefore, the Proposers shall be familiar with the regulations and shall comply with the intent of the law.

The timeline to complete environmental reviews under NEPA and SEPA is dependent on project impacts and WSDOT will not issue NTP 2 until review under NEPA and SEPA is complete.

#### **4.4.2 \*\*\*Phased Notice to Proceed (NTP)\*\*\***

The NEPA/SEPA analysis will not be completed prior to NTP 1. Consequently, WSDOT will issue two notices to proceed for the Project (NTP 1 and NTP 2). NTP 1 will be issued shortly after Contract execution. NTP 1 will authorize the Design-Builder

1 to proceed with certain Work as permitted by FHWA’s design-build rule and  
2 NEPA/SEPA requirements, such as:

- 3 • Preliminary design (as defined in 23 CFR 636.109 and SAFETEA-LU 23 1503) –  
4 which generally consists of those activities necessary for the analysis of project  
5 alternatives, including environmental impacts, as necessary to complete the  
6 NEPA process.
- 7 • Design supporting environmental regulatory compliance and early permit  
8 coordination.
- 9 • Design supporting the development of environmental mitigation plans.
- 10 • Per 23 CFR 636.109(b)(6), the Design-Builder must not prepare the NEPA  
11 document or have any decision-making responsibility with respect to the NEPA  
12 process. WSDOT will be responsible for completing and obtaining FHWA’s  
13 approval of the NEPA documentation. NTP 1 Work will be used by WSDOT to  
14 support the NEPA analysis.

15 NTP 1 Work will be used by WSDOT to support the environmental review under NEPA  
16 and SEPA.

17 To allow for efficient delivery of this project and flexibility in the scheduling of  
18 construction activities, the Design-Builder may propose to complete environmental  
19 reviews under NEPA and SEPA separately based on bundles of work. WSDOT has  
20 developed preliminary pre-design documents based on the bundled locations listed  
21 below:

- 22 • South Unnamed Tributary to Friday Creek (I-5 MP 240.75 to 240.95, WDFW  
23 Sites 995236, 995235, 995234, 995233, 995232, and 995245)
- 24 • Middle and North Unnamed Tributaries to Friday Creek (I-5 MP 240.95 to  
25 241.15, WDFW Sites 995240, 995239, 995238, 995237, 995241, 995259, and  
26 995246)
- 27 • Lake Creek, Draining to Lake Samish (I-5 MP 245.65 to 246.25, WDFW Site  
28 FR75)
- 29 • Unnamed Tributary to Lake Creek (I-5 MP 245.95 to 246.25, WDFW Sites  
30 995255 and 995256)
- 31 • Chuckanut Creek (I-5 MP 246.60 to 246.90, WDFW Site 995411)

32 Upon completion of the NEPA/SEPA analysis for the specific location, WSDOT will  
33 issue NTP 2 for that location regardless of NEPA/SEPA status for other locations.

34 Under no circumstances shall the Design-Builder commence Final Design or  
35 construction until such time as WSDOT issues NTP 2, nor shall the Design-Builder  
36 take any other action during the NTP 1 period that would materially affect WSDOT’s  
37 or FHWA’s objectivity in the NEPA process.

1 NTP 2 will be issued following the approval of the NEPA process. Upon the issuance  
2 of NTP 2, The Design-Builder shall commence NTP 2 Work, which will generally  
3 consist of Final Design, permitting, Right of Way acquisition and construction.

4 In the event that the NEPA process does not result in a build option, WSDOT will  
5 terminate the Contract for convenience and the Design-Builder will be paid for the NTP  
6 1 Work as provided in the Contract.

## 7 **5. Teaming Parameters**

### 8 **5.1 Major Participant**

9 As used herein, the term “Major Participant” means any of the following entities:

- 10 A. The Submitter, or if the Submitter is a partnership, joint venture, limited liability  
11 company, or other form of association, any general partners, joint venture members,  
12 or members of the Submitter.
- 13 B. All individuals, Persons, proprietorships, partnerships, limited liability partnerships,  
14 corporations, professional corporations, limited liability companies, business  
15 associations, or any other legal entity however organized holding (directly or  
16 indirectly) a 15 percent or greater interest in the Submitter.
- 17 C. Each entity providing WSDOT pre-qualification in accordance with Section 7.4 of  
18 this RFQ.
- 19 D. Each engineering/design firm who is expected to perform 30 percent or more of the  
20 design work.
- 21 E. Each firm or Person who will be responsible for ensuring environmental  
22 compliance during all phases of project delivery (e.g., design review, submittal  
23 development, environmental training, permit acquisition and commitment tracking)

### 24 **5.2 WSDOT Consultant/Technical Support**

25 WSDOT has retained the consulting firms \*\*\*HNTB, West Consultants, OTAK,  
26 Anchor QEA and Environmental Science Associates (ESA)\*\*\* to provide guidance in  
27 preparing this RFQ, the RFP, and advice on related financial, contractual, and technical  
28 matters. These firms are prohibited from joining any Submitter’s team or otherwise  
29 assisting any Submitter in connection with the procurement process.

### 30 **5.3 Organizational Conflicts of Interest**

31 Organizational conflicts of interest means that because of other activities or  
32 relationships with other Persons or entities, a Person or entity:

- 33 a) Is unable or potentially unable to render impartial assistance or advice to  
34 WSDOT
- 35 b) Is or might be otherwise impaired in its objectivity in performing the Contract  
36 Work
- 37 c) Has an unfair competitive advantage

1 The integrated nature of the design-build project delivery method creates the potential  
2 for organizational conflicts of interest. Disclosure, evaluation, neutralization, and  
3 mitigation of these conflicts and of the appearance of conflicts are in the interest of the  
4 public, WSDOT, and the consulting and construction communities.

5 WSDOT will take steps to ensure that individuals involved in the preparation of the  
6 procurement package, evaluation of SOQs and Proposals, and Design-Builder selection  
7 are not influenced by organizational conflicts of interest, and that no Submitter is given  
8 an unfair competitive advantage over another.

9 Attention is directed to the requirement for disclosure of organizational conflicts of  
10 interest set forth in 23 CFR Section 636.116(a) (2), WSDOT Secretary's Executive  
11 Order E 1059, and WSDOT *Organizational Conflicts of Interest Manual*. Submitters  
12 are required to identify any potential organizational conflicts of interest in Appendix C  
13 of the SOQ.

14 Submitters are required to disclose all relevant facts concerning any past, present, or  
15 currently planned interests, activities, or relationships which may present organizational  
16 conflicts of interest. Submitters shall state how their interests, activities, or  
17 relationships, or those of the chief executives, directors, Key Personnel, or any  
18 proposed consultant, Subconsultant at any tier, contractor, or Subcontractor at any tier  
19 may result, or could be viewed as, organizational conflicts of interest prior to or in the  
20 SOQ, in accordance with WSDOT Secretary's Executive Order E 1059 and WSDOT  
21 *Organizational Conflicts of Interest Manual*. Submitters shall include the  
22 *Organizational Conflicts of Interest Certification* and if needed the *Organizational*  
23 *Conflicts of Interest Disclosure and Avoidance/Neutralization/Mitigation Plans* (forms  
24 contained in Appendix A) in the SOQ submittal package as Appendix C.

25 If an organizational conflict of interest is determined to exist, WSDOT may, at its sole  
26 discretion: offer the Submitter the opportunity to avoid, neutralize, or mitigate the  
27 organizational conflict of interest; disqualify the Submitter from further participation in  
28 the procurement; cancel this procurement; or, if award has already occurred, declare the  
29 Proposal nonresponsive and award the Contract to the next responsive Apparent Best  
30 Value Proposer, or cancel the Contract. If the Submitter was aware of an organizational  
31 conflict of interest prior to award of a Contract and did not disclose the conflict to  
32 WSDOT, WSDOT may terminate the Contract for default. WSDOT may also  
33 disqualify a Submitter if any of its Major Participants, listed in Categories A, B, C, or D  
34 in Section 5.1 belong to more than one Submitter organization.

35 The Submitters shall complete Form B1, *Organizational Conflicts of Interest*  
36 *Certification*, which is included in Appendix A of this RFQ. If necessary, the  
37 Submitters shall also complete Form B2, *Organizational Conflicts of Interest*  
38 *Disclosure and Avoidance/Neutralization/Mitigation Plan*, which is included in  
39 Appendix A of this RFQ. The completed Form B1 (and B2 if necessary) shall be  
40 included in the SOQ submittal package as Appendix C to the SOQ.

#### 41 **5.4 Team Continuity and Changes to Organizational Structure**

42 Following submittal of the SOQ, Key Personnel, or Major Participants identified in the  
43 SOQ may not at any time be removed or replaced without the Written approval of the

WSDOT Technical Point of Contact. The WSDOT Technical Point of Contact may revoke the Short Listed status of a Submitter if any Key Personnel or Major Participant identified in the SOQ is removed or replaced without written approval of the WSDOT Technical Point of Contact. Requests for removal or replacements shall be submitted in writing to the WSDOT Technical Point of Contact. To qualify for approval, the written request shall document that the replacement was beyond the control of the Submitter and how the proposed removal or replacement will be equal to or better qualified than the Key Personnel or Major Participant provided in the SOQ. Specifically, the written request shall include a resume (limit to two pages per Person) for each Major Participant or Key Personnel and a side-by-side comparison of the original Major Participant or Key Personnel (as identified in the SOQ) and the proposed Major Participant or Key Personnel. For Major Participants, this side-by-side comparison shall relate relevant experience to each of the evaluation criteria identified in Section 7.6.2 of the RFQ. For Key Personnel, this side-by-side comparison shall relate relevant experience to the Project goals identified in Section 7.5.3 of the RFQ. Side-by-side comparisons shall demonstrate that the proposed change is equal or better. The WSDOT Technical Point of Contact will use the criteria specified in this RFQ to evaluate all requests. If for any reason a substitution of Key Personnel, identified in the SOQ is either requested by the Proposer or replacement is required by WSDOT after award of the Contract, the Proposer may incur liquidated damages.

## **5.5      *Equal Employment Opportunity***

Discrimination in all phases of contracted employment, consultant activities, contracting activities and training is prohibited by Title VI of the Civil Rights Act of 1964 and other related laws and statutes. These laws (and corresponding regulations) establish the minimum requirements for affirmative action efforts and define the basic nondiscrimination provisions as required by this RFQ. The Proposer will be required to follow State and Federal Equal Employment Opportunity (EEO) laws, as applicable. Further information regarding EEO will be set forth in the RFP.

## **5.6      *Disadvantaged Business Enterprises and Federal Small Business Enterprises***

\*\*\*This section is intentionally omitted.\*\*\*

## **5.7      *Small and Veteran-Owned Business Enterprises and Minority and Women's Business Enterprise Participation***

### **5.7.1      *Small and Veteran-Owned Business Enterprise Participation***

The participation of Small and Veteran-Owned Business Enterprises (SVBE) is an important strategic objective for the State. Enforceable SVBE Contract Goals are included in this Contract.

No preference related to SVBE participation will be included in the evaluation of the SOQs and the determination of the short list.

### **SVBE Contract Goals**

The amount of SVBE participation that must be attained by the Design-Builder in the two SVBE Contract Goals are expressed as a percentage of the Design-Builders total Proposal Price plus all executed Change Orders.

WSDOT has established the following enforceable SVBE Contract Goals:

- Small Business Enterprises (SBE) \*\*\*5\*\*\* percent
- Veteran-Owned Business (VOB)\*\*\*3\*\*\*percent

Amounts paid to a SVBE will be credited to one SVBE Contract Goal expressed above (either SBE or VOB, but not both) in which the SVBE firm is eligible.

## **6. Submittal Quantities and Logistics**

### **6.1 *Statement of Qualifications Submittal***

Each Submitter shall upload an electronic SOQ to the WSDOT SFTP site. Each Submitter shall provide an electronic version of its SOQ in PDF format, with individual file sizes of less than 200MB, which shall be indexed and bookmarked by section and subtitle to allow for ease of navigation, keyword searching, and information location.

All contents in the electronic SOQ package shall be clearly identified and labeled with the following:

- Submitter's name
- Section title
- \*\*\*I-5 / Tributaries to Friday, Lake & Chuckanut Creeks – Fish Passage\*\*\* Project,” “Design-Build Project,” and “Statement of Qualifications”.

Only the final version of the SOQ shall be upload to the WSDOT SFTP site. If revisions to the uploaded final SOQ are necessary before the SOQ Due Date, completely replace the SOQ on the WSDOT SFTP site with the revised SOQ. Only a single version of the SOQ shall be on the WSDOT SFTP site at the SOQ Due Date. If multiple versions of a SOQ are on the WSDOT SFTP site after the SOQ Due Date, it may result in the SOQ being declared nonresponsive.

Any SOQ that fails to meet the deadline or delivery requirements may be declared nonresponsive, without opening, consideration, or evaluation.

### **6.2 *Due Date, Time, and Electronic Location***

SOQs shall be electronically uploaded to the WSDOT SFTP site prior to 11:59:59 p.m. (Midnight) PT, SOQ Due Date indicated in Table 3.2.

Example instructions on how to upload your submittal to the WSDOT SFTP site using the free FTP client FileZilla are available in the online directory for the Project in the folder named “Submittals”.

WSDOT is not responsible for any technical difficulties or network issues in using the WSDOT SFTP site. WSDOT recommends testing the WSDOT SFTP site prior to the



SOQ Due Date and setting aside extra time to ensure that the SOQ is properly submitted in accordance with this section.

WSDOT will not accept SOQs by facsimile, email, or hard copy transmission.

Any SOQ that fails to meet the deadline or delivery requirements may be declared nonresponsive, without opening, consideration, or evaluation.

### **6.3      *Withdrawal of Statement of Qualifications***

After electronically submitting a SOQ to the WSDOT SFTP Site, the Submitter may withdraw their SOQ by deleting all files from the WSDOT SFTP site prior to the SOQ Due Date. An electronically submitted SOQ may be revised in accordance with Section 6.1 of this RFQ and resubmitted if WSDOT receives the revised SOQ before the SOQ Due Date.

## **7. Statement of Qualifications Content, Review, and Evaluation Criteria**

This Section outlines the requirements of each section of the SOQ and how each section will be scored.

The information provided in the SOQ will be either reviewed as pass/fail or scored qualitatively as shown in Table 7.2. If a Submitter receives a passing on all pass/fail reviewed factors, its SOQ will be further evaluated using the scoring criteria. If a Submitter fails on any single pass/fail requirement, the SOQ may be declared nonresponsive, in which case a qualitative evaluation of the SOQ will not be performed, and the Submitter will not be included on the short list. Even though a SOQ receives an initial “pass” allowing qualitative evaluation to proceed, the SOQ may later be determined to have failed.

A WSDOT evaluation committee will perform a qualitative assessment of the information provided in Sections 2 and 3 and Form C, Reference Information for Major Participant in Appendix C of the SOQ.

The SOQ shall demonstrate, through project experience, the ability of the Key Personnel and Major Participants to successfully complete the Project and meet the Project goals. WSDOT reserves the right to contact references for individuals and projects other than those identified by the Submitter to evaluate past performance.

### **7.1      *Qualitative Evaluation Process***

The qualitative evaluation score for Sections 2 and 3 will be determined as follows:

- The WSDOT evaluation committee will review each SOQ identifying significant and minor strengths, and significant and minor weaknesses of the submittals. The evaluation committee may also use a "high" or "low" prefix to further differentiate the strengths or weaknesses. When, in the judgment of the evaluation committee, a SOQ element does not equate to a strength or weakness, but is being acknowledged, a "Neutral" will be identified.

**Strengths and weaknesses are defined as follows:**

- **Strengths** – That part of the SOQ which ultimately represents a benefit to the Project and is expected to increase the Submitter’s ability to meet or exceed the Project goals. A minor strength has a slight positive influence on the Submitter’s ability to meet or exceed the Project goals identified in Table 7.2, while a significant strength has a considerable positive influence on the Submitter’s ability to meet or exceed the Project goals.
- **Weaknesses** – That part of the SOQ which detracts from the Submitter’s ability to meet the Project goals or may result in an inefficient or ineffective performance. A minor weakness has a slight negative influence on the Submitter’s ability to meet the Project goals identified in Table 7.2, while a significant weakness has a considerable negative influence on the Submitter’s ability to meet the Project goals.

**Strengths and weaknesses for the Key Personnel (Inclusion Manager) are defined as follows:**

- **Strengths** – That part of the SOQ that ultimately represents a benefit to the Project and is expected to increase the Submitter’s ability to meet or exceed the requirements for the Inclusion Manager in Section 7.5. A minor strength has a slight positive influence on the Submitter’s ability to meet these requirements, while a significant strength has a considerable positive influence to meet these requirements.
- **Weaknesses** – That part of the SOQ that detracts from the Submitter’s ability to meet the requirements for the Inclusion Manager in Section 7.5 or may result in an inefficient or ineffective performance. A minor weakness has a slight negative influence on the Submitter’s ability to meet these requirements, while a significant weakness has a considerable influence on the Submitter’s ability to meet these requirements.

Based on the identified strengths and weaknesses, the evaluation team will select an adjectival rating and select a percent of maximum score in the identified range in accordance with Table 7.1.

After selecting a percent of maximum score for Sections 2 and 3, the SOQ score will be calculated by multiplying the percent of maximum score by the points available listed in Table 7.2 and then summing the calculated scores.

**Table 7.1**  
**Adjectival Evaluation and Scoring Guide**

Adjective	Description	Percent of Max. Score
Excellent (E)	SOQ supports an extremely strong expectation of successful Project performance if ultimately selected as the Design-Builder. SOQ indicates significant strengths and/or a number of minor strengths and no appreciable weaknesses. Submitter provides a consistently outstanding level of quality.	100 - 75 %

**Table 7.1**  
**Adjectival Evaluation and Scoring Guide**

<b>Adjective</b>	<b>Description</b>	<b>Percent of Max. Score</b>
Very Good (VG)	SOQ indicates significant strengths and/or minor strengths and no significant weaknesses. Minor weaknesses, if any, are offset by strengths. There exists a small possibility that, if ultimately selected as the Design-Builder, the minor weaknesses could slightly adversely affect successful Project performance	<b>74 - 50 %</b>
Good (G)	SOQ indicates significant strengths and/or a number of minor strengths. A number of minor and / or significant weaknesses exist that could detract from strengths. While the weaknesses could be improved, minimized, or corrected, it is possible that if ultimately selected as the Design-Builder, the weaknesses could adversely affect successful Project performance. If all elements evaluated for a Section of the SOQ receive “Neutral” designations, then that Sections will be rated at the middle of the “Good” range.	<b>49 - 25 %</b>
Fair (F)	SOQ indicates weaknesses, significant or minor, which are not offset by significant or minor strengths. It is probable that if ultimately selected as the Design-Builder, the weaknesses would adversely affect successful Project performance.	<b>24 - 10 %</b>
Poor (P)	SOQ indicates existence of significant weaknesses and/or a number of minor weaknesses and no appreciable strengths. SOQ indicates a strong expectation that successful performance could not be achieved if the Submitter were selected as the Design-Builder.	<b>9 - 0 %</b>

**7.2 Statement of Qualifications Organization and Scoring**

The Submitter shall organize the SOQ using the following section headings, order of documents, and maximum number of pages:

**Table 7.2**  
**Statement of Qualifications Organization and Scoring**

<b>Section</b>	<b>Section Title and Required Information</b>	<b>Maximum Pages</b>	<b>Points Available</b>
1	Introduction Letter	2	Pass/Fail
2	Key Personnel (***650***)	***12***	
	Project Manager (***150***)		

**Table 7.2**  
**Statement of Qualifications Organization and Scoring**

Section	Section Title and Required Information	Maximum Pages	Points Available
	***Goal 1 – Environmental Stewardship and Collaboration (1B only)***		***40***
	***Goal 2 – Minimize Public Impacts (2B only)***		***35***
	***Goal 3 – Project Management***		***75***
	Design Manager (***100***)		
	***Goal 1 – Env. Stewardship and Collaboration (1A only)***		***50***
	***Goal 2 – Minimize Public Impacts (2A only)***		***50***
	Construction Manager (***125***)		
	***Goal 1 – Env. Stewardship and Collaboration (1A only) ***		***50***
	***Goal 3 – Minimize Public Impacts (3A and 3B only)***		***75***
	Environmental Compliance Manager (***100***)		
	***Goal 1 – Env. Stewardship and Collaboration (1B and 1C only)***		***100***
	Stream Design Engineer (***125***)		
	*** Goal 1 – Env. Stewardship and Collaboration (1A and 1B only)***		***125***
	***Inclusion Manager (50)***		
3	Major Participants (***500***)	***7***	
	Major Participants meeting Category A of Section 5.1 (175)		
	Goal 1 – Env. Stewardship and Collaboration (1A only)***		***100***
	***Goal 2 – Minimize Public Impacts (2A only)***		***75***
	Major Participants meeting Category C of Section 5.1 (150)		
	***Goal 1 – Env. Stewardship and Collaboration (1A only)***		***75***
	***Goal 2 – Minimize Public Impacts (2A and 2B only)***		***75***
	Major Participants meeting Category D of Section 5.1 (100)		
	***Goal 1 – Env. Stewardship and Collaboration (1A only)***		***50***

**Table 7.2**  
**Statement of Qualifications Organization and Scoring**

Section	Section Title and Required Information	Maximum Pages	Points Available
	***Goal 2 – Minimize Public Impacts (2A only)***		***50***
	Major Participants meeting Category E of Section 5.1 (75)		
	Goal 1 – Env. Stewardship and Collaboration (1C only)		***75***
Appendix A	Legal	As required	Pass/Fail
Appendix B	Financial	As required	Pass/Fail
Appendix C	Form A: <i>Acknowledgment of Receipt of Addenda</i>	1	Pass/Fail
Appendix C	Form B1: <i>Organizational Conflicts of Interest Certification</i>	1	Pass/Fail
Appendix C	Form B2: <i>Organizational Conflicts of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan</i>	As required	Pass/Fail
Appendix C	Form C: <i>Major Participant Reference Information</i>	As required	Pass/Fail
Appendix C	Form D: <i>Design-Builder Certification Wage Law Compliance – Responsibility Criteria Washington State Public Works Contracts</i>	As required	Pass/Fail
	Total		***1,150***

### 7.3 Statement of Qualifications Format

The SOQ shall be formatted as follows:

- **File Type** – SOQs shall be submitted as a PDF. All PDF files shall be unlocked; embedded video, audio, or multimedia shall not be used.
- **File Size** – Individual file sizes shall not exceed 200MB; files shall not be zipped.
- **Language** - All information shall be in English.
- **Font** – Font shall be a regular style font.
- **Font Size** – Font size shall be a minimum of 12 points.
- **Spacing** - All text shall be single-spaced.
- **Style** – Other than minimum font size and a regular style font, heading styles and figures are not prescribed.
- **Page Size** - Except for charts, exhibits, and other illustrative and graphical information, all information shall be submitted on 8.5 by 11-inch portrait-oriented pages. Charts, exhibits, and other illustrative and graphical information may be on 11 by 17-inch pages. Text on 11 by 17-inch pages shall be limited to contextual information relating to charts, exhibits, and other illustrative and graphical

information. Examples of contextual information include titles, labels, legends, and concise descriptive captions. The 11 by 17-inch pages, if any, will be counted as one page.

- **Page Margins** – Page margins shall be a minimum of 0.75 inches from any page edge. No text, tables, figures, photos, or other substantive content shall extend into the margin minimum.
- **Page Limit** - Page limits are described in Table 7.2. The SOQ shall include only information required by this RFQ. All pages that exceed the specified page limit will be deleted prior to evaluation.
- **Hyperlinks** - Hyperlink to material outside the SOQ shall not be used. Any links to other information will be ignored and not be considered in the evaluation of the SOQ.
- **Dividers** - Section dividers will not be counted toward the allowable page total and shall contain, at a minimum, one of the following:
  - a) Section number
  - b) Section title
  - c) No other text is permitted on the dividers.
- **Front Cover** - The front cover will not be counted towards the page limit and shall be labeled with the name of the Submitter, along with the following:  
\*\*\* I-5 / Tributaries to Friday, Lake & Chuckanut Creeks – Fish Passage\*\*\*  
Project  
Design-Build Project  
Statement of Qualifications  
[Date of Submittal]

#### **7.4 Introduction Letter (Section 1) (pass/fail)**

The Introduction Letter shall be addressed to the WSDOT Technical Point of Contact, and it shall include the following information:

- Submitter name, address, business type (e.g., corporation, partnership, joint venture).
- Roles of the Submitter and each Major Participant.
- A statement that the Submitter is pre-qualified with WSDOT with a maximum bidding capacity of \*\*\*\$120 million\*\*\* or more.
- A statement that the Submitter or at least one Major Participant who is performing construction, is pre-qualified with WSDOT for Work Class \*\*\*6\*\*\* in the amount of \*\*\*\$20 million\*\*\* or more.
- Identification of a single contact Person, address, telephone number, and email.
- Certification of the truth and correctness of the SOQ.
- Statement that the Submitter shall comply with Applicable Laws and regulations.
- Signature of authorized representatives.

1        **7.4.1        *Evaluation Criteria***

2        The Introduction Letter will be evaluated on a pass/fail basis. At the discretion of the  
3        WSDOT Evaluation Committee, contents of the Introduction Letter may be considered  
4        during qualitative assessment of the SOQ.

5        **7.5        *Key Personnel (Section 2) (\*\*\*650\*\*\* Points)***

6        The purpose of this section is to demonstrate the Submitters' understanding of how the  
7        experiences and qualifications of the Key Personnel can contribute to the overall  
8        success of the Project. The Submitter shall present the Key Personnel and explain how  
9        their experiences and past performance make them uniquely qualified to lead the  
10       Project.

11       WSDOT seeks Key Personnel who can demonstrate experience on \*\*\*fish passage  
12       and\*\*\* major roadway projects with a similar level of complexity. The Submitter shall  
13       relate relevant experience of the Key Personnel to the Project goals identified in Table  
14       7.2. This section shall include experience of the Key Personnel related to design and  
15       construction.

16       For the duration of the Project activities that involve their areas of responsibility, all  
17       Key Personnel shall be required to be readily available to attend task force meetings,  
18       over-the-shoulder reviews, status meetings, and respond to issues as they arise.

19       The Key Personnel include the following:

20       **Project Manager**

- 21       • The Design-Builder's Project Manager shall be responsible for the overall design,  
22       construction, schedule, budget, quality management, and Contract administration  
23       for the Project. It is the Project Manager's responsibility to ensure the Project is  
24       managed and delivered in accordance with the Contract requirements and to  
25       ensure that the Design-Builder meets or exceeds the Project goals. The Project  
26       Manager shall have a minimum of \*\*\*10\*\*\* years of experience in managing the  
27       delivery of transportation projects of similar scope and complexity. This person  
28       shall be assigned to the Project full-time from NTP 1 to Physical Completion and  
29       available to assist in issue resolution from NTP 1 through Completion.

30       **Design Manager**

- 31       • The Design Manager shall be responsible for ensuring that the overall Project  
32       design is completed, design criteria are met, and the design is managed and  
33       delivered to meet or exceed the Project goals. The Design Manager shall have a  
34       minimum of \*\*\*10\*\*\* years of experience managing the design of transportation  
35       projects of similar scope and complexity. The Design Manager shall be assigned  
36       to the Project full-time from NTP 1 through Substantial Completion of the design  
37       effort and shall be available as needed during construction activities.
- 38       • The Design Manager shall be a Professional Engineer \*\*\*in the State of  
39       Washington\*\*\* prior to execution of the Contract. Unless otherwise stated,  
40       WSDOT will not require that the Design Manager's professional engineering  
41       license be in place as of the Proposal Due Date, provided the Proposal includes a  
42       commitment that the license will be obtained prior to execution of the Contract,

and provided further that WSDOT determines that the designated individual is qualified to obtain a license. If, at WSDOT's discretion, the Design Manager fails to meet the minimum qualifications described in this Section, WSDOT may disqualify the Proposer. If a Proposer is selected and the Design Manager's license is not in place at the time of Contract execution, WSDOT shall require the Design-Builder to replace the Design Manager with someone who is a Professional Engineer and who meets the minimum qualifications described in this Section. The Washington State Department of Licensing makes all determinations whether an applicant is qualified for licensure as a Professional Engineer in the State.

- The licensure requirements for the Design Manager will be initially evaluated as either "Pass" or "Fail." A "Fail" rating can be considered a basis for rejecting the SOQ.

#### **Construction Manager**

- The Construction Manager shall be responsible for all Project construction. It is the Construction Manager's responsibility to ensure the construction is managed and delivered in accordance with the Contract requirements and to ensure that the Work meets or exceeds the Project goals. The Construction Manager shall have a minimum of \*\*\*10\*\*\* years of experience managing the construction of transportation projects of similar scope and complexity. The Construction Manager shall have experience with managing a diverse group of Subcontractors and coordinating with public project owners to comply with Local Agency and environmental issues and requirements. This Person shall be available for design package review and shall be available to attend Project meetings during construction. This Person shall be assigned to the Project full-time during construction activities.

#### **\*\*\*Stream Design Engineer**

- The Stream Design Engineer (SDE) shall lead the day-to-day effort for designing the stream and its habitat and provide design support for National Environmental Policy Act/State Environmental Policy Act and permitting. This design Work shall include specialty design Work including compliance with the Injunction, hydraulic design, hydrology, stream grading, stream restoration with large woody material (LWM) placement with and without anchor system design, stream restoration with natural habitat diversity features, stream or river embankment stabilization, flood risk analysis, geomorphology, zero rise analysis, scour analysis, streambed material design, and backwater analysis. The channel design and other elements as described above shall be designed by, or under the direct supervision of the SDE. The SDE shall be the Engineer of Record (EOR) for these specialty designs. The SDE shall be responsible for all hydraulic and hydrology Work revisions for the duration of the Contract.
- Minimum Qualifications:
  - Shall have a minimum of 5 years of experience in the Work listed above
  - Shall have completed the design, within the last 5 years, of a minimum of three successful fish passage Projects of Similar Scope and Complexity.



To be considered successful, the fish passage structures shall have been in service and remained fish passable per the requirements in the WDFW Water Crossing Design Guidelines, without modification.

- Shall be a Professional Engineer registered in the State of Washington.

#### **Environmental Compliance Manager**

- The Environmental Compliance Manager (ECM) shall be responsible for the overall environmental compliance for the Project, and shall function as principal technical advisor and coordinator for environmental documentation and issues. The ECM will be the responsible agent for environmental permit applications as well as oversight for environmental compliance during project construction. This work includes but is not limited to planning, preparing, and overseeing development of all needed environmental documentation to support NEPA, working directly with the design and construction teams to ensure impacts are minimized, developing mitigation strategies/plans, coordinating the channel design and restoration strategies with WSDOT, Tribal and agency partners, and tracking and closing out of environmental comments.
- Minimum Qualifications:
  - 10 years of experience managing environmental documentation, approvals and compliance for design and construction projects, with 3 years specific to both Federal and/or State-level fish passage projects in Western Washington.
  - Experience in facilitating communication among stakeholders, Tribes, and regulatory agencies to secure environmental approvals for transportation projects.
  - Have a current WSDOT Fish Passage and Stream Restoration Design Certificate Number.
  - If WSDOT determines the Environmental Compliance Manager fails to meet the minimum qualifications described in this Section, WSDOT may reject the SOQ.

#### **Inclusion Manager**

- The Inclusion Manager shall be responsible for developing and implementing an approved SVB Plan during the RFP.
- The Inclusion Manager shall be responsible for developing and implementing an MWBE Inclusion Plan based on the MWBE Participation Plan Drafting Guidelines for projects with Small and Veteran's Business Enforceable Goals found at: <https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-programs> for the Project.
- The Inclusion Manager shall have a minimum of five years of experience managing, recruiting and working with MWBE and SVBE firms and shall be familiar with the following:
  - Working with local MWBE and SVBE communities,
  - The capabilities and capacities of local MWBE and SVBE firms,

- Experience in recruiting and working with MWBE and SVBE firms for design-build projects,
- Experience in assisting MWBE and SVBE firms to develop relationships with contractors.
- The Inclusion Manager shall be assigned to the Project from \*\*\*NTP 1\*\*\* through Physical Completion and shall be available during all MWBE and SVBE related activities.
- Describe any awards or recognition received relating to diversity and inclusion on past projects.
- Describe the Inclusion Manager’s past performance with subcontracting and/or sub-consulting with diverse business.
- Describe the strategies the Inclusion Manager used on past projects to support participation and how their experience will translate to the Project.\*\*\*

#### **7.5.1      \*\*\*Submittal Requirement for Key Personnel\*\*\***

The Narrative, Resume and references for all Key Personnel shall be submitted within Section 2 of the Statement of Qualifications.

##### **7.5.1.1    \*\*\*Narrative\*\*\***

For each Key Personnel, the Submitter shall provide a narrative that relates relevant project experience and performance for each of the Project goals listed in Section 4.3. The narrative should demonstrate how the Key Personnel’s experience will ensure success in meeting the relevant project goal(s).

Each narrative shall not exceed the maximum pages identified in Table 7.2

##### **7.5.1.2    Key Personnel Resumes**

Resumes shall highlight the following information:

- Relevant education, training, licensing, and registration/certification.
- Years of experience performing similar Work.
- Actual work examples relevant to the Project including projects, contracting method used, dates spent on the project, and duties performed.

Resumes shall not exceed one page per Key Personnel and will not count against the maximum number of pages identified in table 7.2.

##### **7.5.1.3    References**

For each Key Personnel, list three references from different projects that are included on the resume. All references shall be the owner representative who is most familiar with the Key Personnel, and who could best answer project-specific questions. Provide the owner representative’s name, email address, and phone number. The owner representative may be a consultant who acted on behalf of the owner for the project. The references must not work for the same company of the Person they are referencing. It is important to ensure that the references listed have specific knowledge of the

Person's experience on the project. Include contracting method for each project listed. Two of the three references for each Key Personnel shall be from projects that are at least 75 percent complete.

WSDOT reserves the right to contact references other than those identified by the Submitter to evaluate past performance.

\*\*\*References shall not exceed one page per Key Personnel and will not count against the maximum number of pages identified in Table 7.2.\*\*\*

#### **7.5.2 Evaluation Criteria**

Each Key Personnel's narrative, resume and references will be evaluated on demonstrated experience to successfully meet the Project goals while managing projects of similar scope and complexity. For each Key Personnel, the Submitter shall relate relevant project experience and performance for each of the Project goals listed in Section 4.3. Experience and performance during the last 5 years will carry more importance. Demonstrated experience on projects delivered with a design-build contract is preferred.

Past performance of Key Personnel may be checked by contacting references and will be considered during evaluations.

Maximum points available are listed in Table 7.2.

With respect to the information solicited in this Section, failure to provide requested information, incomplete or inaccurate submissions, or nonresponsive submissions may, at the sole discretion of WSDOT, result in the SOQ being declared nonresponsive.

#### **7.6 Major Participants (Section 3) (\*\*\*500\*\*\* Points)**

WSDOT seeks Submitters who can demonstrate design and construction experience on fish passage and major transportation projects. This Section shall describe the details and complexity of one or more projects. Major Participants listed in Categories A, C, D and E in Section 5.1 shall have at least one project identified. There are no project identification requirements for Major Participants solely meeting Category B or E. References shall be provided for all projects listed.

##### **7.6.1 \*\*\*Narrative\*\*\***

For each Major Participant, the Submitter shall provide a narrative that relates relevant project experience and performance for each of the Project goals listed in Table 7.2.

The narrative should demonstrate how the Major Participant's experience will ensure success in meeting the relevant project goal(s).

Each narrative shall not exceed the maximum pages identified in Table 7.2

##### **7.6.2 References**

Project reference information shall be provided on Part 1 of Form C and shall be included in Appendix C of the SOQ. References shall be provided for all projects listed. Part 1 of Form C shall not exceed one page. Project reference information shall include the following:

- Scheduled completion milestones based on the Proposal and actual or current projected completion dates.
- Contractor or design firms being referenced.
- Contract amount.
- Description of the work or services provided, and percentage of the overall project actually performed by each of the Major Participant(s).
- Contracting method (design-build, construction manager/general contractor, design-bid-build, etc.).
- References (owner representative name, email address, and phone number).

All references shall identify the owner representative who is most familiar with the project and who could best answer project-specific questions. The owner representative may be a consultant who acted on behalf of the owner for the project. The references must not work for the same company of the Person they are referencing. At least one reference for each Major Participant shall be from a project that is at least 75 percent complete.

References may be contacted at WSDOT's discretion to verify information provided in the SOQ.

### **7.6.3 Evaluation Criteria**

The Major Participants will be evaluated on demonstrated project experience and performance. For each Major Participant, the Submitter shall relate relevant project experience for each of the applicable criteria or Project Goals listed in Table 7.2.

Submitters will be scored on how their experience on previous projects, related to the numbered criteria above, prepares their team for success on this Project. Demonstrated experience on projects of similar scope and complexity is preferred. Submitters shall describe how skills and experience gained on listed projects will be translated to the staff committed to delivering this Project.

WSDOT plans to evaluate Submitters based on their performance on previous projects. Past performance of Major Participants may be checked by contacting references.

For each of the projects referenced by Major Participants listed in Categories A and C in Section 5.1, Submitters shall complete Part 2 of Form C. Part 2 of Form C shall not exceed one page. Submitters shall include the following information in the narrative:

- **Issue Resolution** - Provide details and an explanation for any dispute proceedings associated with disputes review board procedures, claims, arbitration, or litigation that stemmed from the projects identified in the narrative. This information provided by Submitters will be assessed with respect to number \*\*\*all project goals\*\*\* of this Section.
- **Sanctions** - For each project listed in the narrative, identify any violations, penalties, fines, or liquidated damages assessed against a Major Participant resulting from safety violations; permit non-compliance; contract lane restriction violations; and delays to Substantial Completion, Physical Completion, or interim project milestones identified in the Contract. Describe the reason for the

sanction(s) and total value assessed against the Major Participant on the project.  
This project information provided by Submitters will be scored against number(s)  
\*\*\*all project goals\*\*\* of this Section.

With respect to the information solicited in this Section, failure to provide requested  
information, incomplete or inaccurate submissions, or nonresponsive submissions may,  
at the sole discretion of WSDOT, result in the SOQ to be deemed as nonresponsive.

Maximum points available for each criterion are listed in Table 7.2.

#### **7.7      *Legal (Appendix A) (pass/fail)***

The Submitter shall provide a description of the legal entity proposed as the Design-  
Builder. If the Submitter's legal entity has already been formed, the Submitter shall  
provide complete copies of the organizational documents, along with those documents  
that allow, or would allow by the time of Contract award, the Submitter and its team  
members to conduct business in the State. If the Submitter's legal entity has not yet  
been formed, then the Submitter shall provide a brief description of the proposed legal  
structure and provide draft/final copies of the underlying agreements. Once the legal  
entity is finalized, the Submitter shall supplement its SOQ with copies of the final  
organizational documents. The final organizational documents shall be submitted no  
later than 15 Calendar Days before the Proposal Due Date as described in the RFP.

If the Submitter is a joint venture, limited liability company, partnership, or other  
association, the Submitter shall provide an express statement from each of the  
partners/members as to their joint and several liability on the Project. The Submitter  
shall use WSDOT Standard Form 410-009, *Individual Project Statement of Joint  
Venture*. This form is available for download at: \*\*\*[https://wsdot.wa.gov/business-  
wsdot/contracts/about-public-works-contracts/how-bid-contract/step-1-prequalify](https://wsdot.wa.gov/business-wsdot/contracts/about-public-works-contracts/how-bid-contract/step-1-prequalify)\*\*\*

In the instructions to Form 410-009, the requirement for pre-qualification applies to  
those firms performing construction Work on the Project (e.g., Contractors). The pre-  
qualification requirement does not apply to joint venture members providing design and  
engineering services only.

Interested Submitters not currently pre-qualified with WSDOT should contact the  
WSDOT Contract Ad & Award Office.

##### **7.7.1      *Evaluation Criteria***

Appendix A will be reviewed on a pass/fail basis only, and not as part of the qualitative  
assessment of the SOQ.

#### **7.8      *Financial (Appendix B) (pass/fail)***

The Submitter shall provide a letter from a Surety or insurance company stating  
whether or not the Submitter is capable of obtaining Proposal and Contract Bonds as  
indicated in Table 7.8 below.

**Table 7.8**  
**Financial Information**

---

Proposal Bond/Security Penal Sum	Performance and Payment Bond Penal Sum
***6,000,000***	***\$120,000,000***
The identified amounts are for RFQ purposes only. Actual amounts of bond/security required by the Contract may vary and shall be in compliance with applicable State law.	

1 A performance and payment bond is a Surety bond furnished by the Design-Builder and  
2 the Design-Builder's surety that guarantees performance of the Work and payment to  
3 laborers, mechanics, Subcontractors, and materials suppliers in accordance with State  
4 law. The Contract Bond is intended to provide protection to WSDOT for the Design-  
5 Builder's obligations with respect to construction and post construction phases of the  
6 Project.

7 The Surety letter shall expire no sooner than the Proposal Due Date. Letters indicating  
8 "unlimited" bonding capability are not acceptable. The Surety or insurance company  
9 providing the letter must be authorized to do business in the State with an A.M. Best  
10 Co. "Best's Rating" of A- or better.

#### 11 **7.8.1 Evaluation Criteria**

12 Appendix B will be reviewed on a pass/fail basis only, and not as part of the qualitative  
13 assessment of the SOQ.

#### 14 **7.9 Forms (Appendix C)**

15 Include Form A, *Acknowledgement of Receipt of Addenda*, included in Appendix A of  
16 this RFQ.

17 Include Form B1, *Organizational Conflicts of Interest Certification*, and Form B2,  
18 *Organizational Conflicts of Interest Disclosure and*  
19 *Avoidance/Neutralization/Mitigation Plan* (if necessary), included in Appendix A of  
20 this RFQ.

21 Include Form C, *Reference Information for Major Participants*, included in Appendix  
22 A of this RFQ.

23 Include Form D, *Design-Builder Certification Wage Law Compliance – Responsibility*  
24 *Criteria Washington State Public Works Contracts*, included in Appendix A of this  
25 RFQ. If the Submitter is a joint venture, limited liability company, partnership, or other  
26 association, the Submitter shall provide a Certification of Wage Law Compliance, Form  
27 D from each of the partners/members.

28 Include Form E, *Small and Veteran-Owned Business (SVB) Plan*, included in  
29 Appendix A of this RFQ. Refer to the instructions attached to the SVB Plan Template  
30 (Form E) for guidance on which sections are required to be fill out and included in the  
31 Statement of Qualifications.

**7.9.1 Evaluation Criteria**

Forms A, B1, B2, D, and E will be reviewed on a pass/fail basis only, and not as part of the qualitative assessment of the SOQ. Form C will be reviewed on a pass/fail basis and will be used to evaluate references as part of the qualitative assessment of the SOQ. The sections of the Form E, *SVB Plan* that are required to be filled out and submitted with the SOQ shall be completely filled in, not left blank in any areas, shall not contain any notations such as “n/a”, and will be evaluated as pass/fail. Submitters that do not submit an SVB Plan, or submit an SVB Plan that is incomplete, or submit an SVB Plan that cannot be approved because it does not otherwise comply with the requirements of this RFQ, will receive a “fail” rating on the pass/fail criteria. A “fail” rating will lead to a determination that the SOQ is nonresponsive and will be rejected

**7.10 Debriefing**

Within 14 Calendar Days after the Protest period, WSDOT will be available for an oral debriefing session. Only Submitters who submit a responsive SOQ may request a debriefing to discuss the evaluation of their Submittal. A written request must be made to the WSDOT Technical Point of Contact by an authorized representative of a Submitter.

**7.11 Protest Procedures**

This Section sets forth the exclusive protest remedies available with respect to this RFQ. By submitting its SOQ, each Submitter acknowledges the limitation on its rights to protest as set forth in this RFQ; waives all other rights and remedies; and agrees that the decision on any protest, as provided in this RFQ, shall be final and conclusive. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Submitters. Such waiver and agreement by each Submitter are also consideration to each other Submitter for making the same waiver and agreement.

All protests and related materials shall be filed in writing, by email, to the Protest Official. The email subject line shall be “Protest for Contract Name and Contract Number”. The Protest Official is identified as:

Jenna Kemp  
WSDOT Contract Ad & Award Office  
CAA@WSDOT.WA.GOV

**7.12 Protests Regarding the Request for Qualifications**

The Submitter may protest the terms of this RFQ prior to the time for submission of the SOQ on the grounds that a material provision in this RFQ is ambiguous; any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or this RFQ in whole or in part exceeds the authority of WSDOT. Protests regarding this RFQ shall be filed only after the Submitter has informally discussed the nature and basis of the protest with the WSDOT Technical Point of Contact in an effort to remove the grounds for protest.

Protests regarding this RFQ shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to

1 establish the merits of it. Evidentiary statements, if any, shall be submitted under  
2 penalty of perjury.

3 Protests regarding this RFQ shall be filed as soon as the basis for protest is known to  
4 the Submitter, but in any event, it must be actually received by no later than 4:59:59  
5 p.m., PT, on the 10<sup>th</sup> Calendar Day before the SOQ Due Date, provided that protests  
6 regarding an addendum to this RFQ shall be filed and actually received by WSDOT no  
7 later than 4:59:59 p.m., PT, on the 5<sup>th</sup> Calendar Day after the addendum to this RFQ is  
8 issued (or no later than the SOQ Due Date, if earlier).

9 WSDOT will distribute copies of the protest to the other Submitters and may request  
10 the other Submitters to submit statements or arguments regarding the protest. At its  
11 discretion, WSDOT may discuss the protest with the protesting Submitter. If other  
12 Submitters are requested to submit statements or arguments, they may file a statement  
13 in support of or in opposition to the protest within 7 Calendar Days of the request, and  
14 such responses shall be received no later than 4:59:59 p.m., PT, on the 7<sup>th</sup> Calendar Day  
15 after the request.

16 The protesting Submitter shall have the burden of proving its protest by establishing by  
17 a preponderance of the evidence that WSDOT's decisions concerning the SOQ were  
18 arbitrary and capricious. No hearing will be held on the protest. The Protest Official or  
19 its designee will decide the protest on the basis of the written submissions. WSDOT  
20 will furnish copies of the decision in writing to each Submitter. The decision shall be  
21 final and conclusive. If necessary, to address the issues raised in the protest, WSDOT  
22 will make appropriate revisions to this RFQ by issuing addenda. At its discretion and if  
23 necessary, WSDOT may extend the SOQ Due Date to address any protest issues. Each  
24 party shall bear its own attorney's fees and legal costs that may result from the protest.

25 The failure of a Submitter to raise the grounds for a protest regarding this RFQ within  
26 the applicable time period shall constitute an unconditional waiver of the right to  
27 protest the terms of this RFQ and shall preclude consideration of that ground in any  
28 protest of qualification of a Submitter.

### 29 **7.13 Protests Regarding Responsiveness and Short Listing**

30 A Submitter may protest the results of the above-described evaluation and qualification  
31 process by filing a notice of protest by email to the Protest Official. The email subject  
32 line shall be "Protest for Contract Name and Contract Number". WSDOT will  
33 distribute a copy of the notice of protest to the other Submitters.

34 Notice of protest of any decision of a SOQ's responsiveness must be filed by no later  
35 4:59:59 p.m., PT, on the 5<sup>th</sup> Calendar Day after the earliest to occur of (i) notification of  
36 nonresponsiveness; (ii) the scheduled date for oral meetings and presentations (if any);  
37 or (iii) the publication of the Short Listed Submitters notice on Ad & Award website:  
38 [http://www.wsdot.wa.gov/biz/contaa/ProjectContracts/DESIGNBUILDCONTRACTS/](http://www.wsdot.wa.gov/biz/contaa/ProjectContracts/DESIGNBUILDCONTRACTS/default.htm)  
39 [default.htm](http://www.wsdot.wa.gov/biz/contaa/ProjectContracts/DESIGNBUILDCONTRACTS/default.htm). By no later than 4:59:59 p.m., PT, on the 10<sup>th</sup> Calendar Day after the  
40 earlier of (i) - (iii) above, the protesting Submitter must file with the Protest Official a  
41 detailed statement of the grounds, facts, and legal authorities, including all documents  
42 and evidentiary statements, in support of the protest.



1 Notice of protest of the decision on Short Listed Submitters must be filed and received  
2 by the Protest Official by no later than 4:59:59 p.m., PT, on the 5<sup>th</sup> Calendar Day after  
3 posting of the announcement of the Short Listed Submitters.

4 By no later than 4:59:59 p.m., PT, on the 10<sup>th</sup> Calendar Day after posting the  
5 announcement of the Short Listed Submitters, the protesting Submitter must file with  
6 the Protest Official a detailed statement of the grounds, facts, and legal authorities,  
7 including all documents and evidentiary statements, in support of the protest.  
8 Evidentiary statements, if any, shall be submitted under penalty of perjury. The  
9 protesting Submitter shall have the burden of proving, by a preponderance of the  
10 evidence, that the decision of WSDOT being protested was arbitrary and capricious.  
11 WSDOT will distribute a copy of the detailed statement to all other Submitters.

12 Failure to file a notice of protest or a detailed statement within the applicable time  
13 period shall constitute an unconditional waiver of the right to protest the evaluation or  
14 short listing process and decisions.

15 Other Submitters may file a statement with the Protest Official by email in support of or  
16 in opposition to the protest. The statement must be filed by no later than 4:59:59 p.m.,  
17 PT, on the 7<sup>th</sup> Calendar Day after the protesting Submitter files its detailed statement of  
18 protest. WSDOT will promptly forward copies of any statements to the protesting  
19 Submitter.

20 Unless otherwise required by law, no evidentiary hearing or oral argument shall be  
21 provided. At the sole discretion of the Protest Official or its designee, a hearing or  
22 argument may be permitted, if necessary, for protection of the public interest or an  
23 expressed, legally recognized interest of a Submitter or WSDOT. The Protest Official  
24 or its designee shall issue a written decision regarding the protest within 15 Calendar  
25 Days after the Protest Official receives the detailed statement of protest. The decision  
26 shall be final and conclusive. The Protest Official or its designee shall deliver the  
27 written decision to the protesting Submitter and copies to the other Submitters.

28 If a notice of protest regarding responsiveness is filed prior to the oral meetings and  
29 presentation process (if any), WSDOT may proceed with the oral meetings and  
30 presentation process and may short list Submitters before the protest is withdrawn or  
31 decided, unless the Protest Official or its designee determines, at their discretion, that it  
32 is in the public interest to postpone the short list announcement prior to a decision.  
33 Such a determination shall be in writing and shall state the facts on which it is based.

34 If the Protest Official or its designee concludes that the Submitter filing the protest has  
35 established a basis for protest, the Protest Official or its designee will determine what  
36 remedial steps, if any, are necessary or appropriate to address the issue raised in the  
37 protest. The steps may include, but are not limited to, submitting the issue to the  
38 WSDOT Evaluation Committee to determine whether the list of Submitters selected to  
39 submit Proposals should be revised; withdrawing or revising the decisions; issuing a  
40 new RFQ; or taking other appropriate actions.

41 If the protest is denied, the protesting Submitter may seek judicial review of WSDOT's  
42 decision in the Superior Court of Thurston County, Washington within 5 Calendar Days  
43 of receiving WSDOT's decision denying the protest. Each party shall bear its own  
44 attorney fees, expert witness fees, and all other legal costs.

### 7.14 *Costs and Damages*

WSDOT shall not be liable for damages to the Submitter filing the protest or to any participant in the protest, on any basis, express or implied.

## End of Request for Qualifications

1  
2  
3  
4

## **Appendix A**

### **Request for Qualifications Forms**

**FORM A**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

(To be included in Appendix C of the Statement of Qualifications)

---

Name of Submitter

We hereby acknowledge receipt of the \*\*\*I-5 / Tributaries to Friday, Lake & Chuckanut Creeks – Fish Passage\*\*\* Project Request for Qualifications dated, and subsequent addenda and responses to questions by the Washington State Department of Transportation as follows:

**ADDENDUM No.**

---

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---

**Response to Questions No.**

**Date Issued**

---

---

---

---

Signed

Date

---

Typed Name

Title

**FORM B1**

**ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION**

To be signed by authorized signatory of Submitter  
(To be included in Appendix C of the Statement of Qualifications)

---

My signature below certifies that, prior to submitting this Statement of Qualifications, I have conducted an internal review of Submitter’s current affiliations and have the required Submitter team members to identify potential, real, or perceived organizational conflicts of interest relative to the anticipated procurement, in accordance with the WSDOT Secretary’s Executive Order E 1059 and WSDOT *Organizational Conflicts of Interest Manual*.

I further certify that “*Organizational Conflicts of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan*” forms are attached, as listed below, for all potential, real, or perceived organizational conflicts of interest as defined in WSDOT *Organizational Conflicts of Interest Manual* for all Submitter team members.

---

Signed	Date
--------	------

---

Typed Name	Title
------------	-------

List Attachments by name of Person or firm potentially conflicted:

**FORM B2**

**ORGANIZATIONAL CONFLICTS OF INTEREST  
DISCLOSURE AND AVOIDANCE/NEUTRALIZATION/MITIGATION PLAN**

To be signed by authorized signatory of Submitter  
(To be included in Appendix C of the Statement of Qualifications, if needed)

This disclosure statement outlines potential organizational conflicts of interest, either real or apparent, which as a result of activities or relationships with other Persons or entities, such Person or entity:

1. Is unable or potentially unable to render impartial assistance or advice to WSDOT
2. Is or might be otherwise impaired in its objectivity in performing the Contract Work
3. Has an unfair competitive advantage

SECTION I of this disclosure statement describes the potential Organizational Conflicts of Interest, as described in Secretary's Executive Order E 1059 and WSDOT *Organizational Conflicts of Interest Manual*. SECTION II of this disclosure statement describes the management plan for avoiding, neutralizing, or mitigating the potential organizational conflicts of interest as described in SECTION I of this disclosure statement. I acknowledge that the Washington State Department of Transportation (WSDOT) may require revisions to the management plan described in SECTION II of this disclosure statement prior to approving it, and that WSDOT has the right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the potential conflicts of interest described in SECTION I of this disclosure statement.

**SECTION Ia – Name of Person or Firm Potentially Conflicted**

**SECTION Ib – Current Project Name and Scope of Work**

**SECTION Ic – Future Project Name and Description of Potential Conflict of Interest**

**SECTION II - Plan for Managing Potential Conflicts of Interest**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Typed Name \_\_\_\_\_ Title \_\_\_\_\_

**FORM C**

**REFERENCE INFORMATION FOR MAJOR PARTICIPANTS**

(To be included in Appendix C of the Statement of Qualifications)

**Name of Major Participant:**

**Category of Major Participant** (See RFQ Section 5.1):

**PART 1** (Required for all Projects listed for all Major Participants)

**Title of Referenced Project:**

**Description of the Work/Services Provided:**

**Percentage of Overall Project Work Performed by Major Participant: %**

**Reference**

Owner Name:  
Contact Name:  
Email:  
Phone:

**Contract Amount:**

**Contracting Method:**

**% Complete: %**

**Substantial Completion**

Proposed:  
Actual/Projected:

**Physical Completion**

Proposed:  
Actual/Projected:

**Completion**

Proposed:  
Actual/Projected:

**Other Completion Milestones**

Description:  
Proposed:  
Actual/Projected:

Description:  
Proposed:  
Actual/Projected:

Description:  
Proposed:  
Actual/Projected:

1 **PART 2** (Required only for Major Participants listed in Categories A and C in Section 5.1)

**Issue Resolution and Sanctions narrative:**

Click or tap here to enter text.

2



**FORM D**

**DESIGN-BUILDER CERTIFICATION  
WAGE LAW COMPLIANCE – RESPONSIBILITY CRITERIA  
WASHINGTON STATE PUBLIC WORKS CONTRACTS**  
(To be included in Appendix C of the Statement of Qualifications)

**FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE STATEMENT  
OF QUALIFICATIONS (SOQ) WILL MAKE THIS SUBMITTAL  
NONRESPONSIVE AND INELIGIBLE TO BE SHORT LISTED**

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48 or 49.52 within 3 years prior to the date of this Request for Qualifications.

Submitter Name: \_\_\_\_\_  
Name of Submitter – Type full legal entity name of firm

By: \_\_\_\_\_  
Signature of authorized Person making certifications for firm

\_\_\_\_\_  
Type Name of Person making certifications for firm

Title: \_\_\_\_\_  
Title of Person signing certification

Place: \_\_\_\_\_  
Type city and state where signed

Date: \_\_\_\_\_

**FORM E**

**SMALL AND VETERAN-OWNED BUSINESS (SVB) PLAN TEMPLATE**

**SECTION 1 - INTRODUCTION**

Project Name:	
Firm Name:	
Project Manager Name:	
Inclusion Manager Name:	

*Complete per the instructions. The SVB Plan shall include section sub-heading to address the following:*

Affirm Commitment

Means and Methods

Education Programs, Training Programs, and Resources

**SECTION 2 – SUBCONTRACTING PERCENTAGES**

*Complete per the instructions.*

**SVBE Contract Goals:**

**Table 2-1**

SVBE Categories	SVBE Contract Goals
Small Business Enterprise (SBE)	***5*** percentage
Veteran-Owned Business (VOB)	***3*** percentage

**Table 2-2**

SVBE Categories	Committed Goal
Small Business Enterprise (SBE)	Fill-in percentage
Veteran-Owned Business (VOB)	Fill-in percentage

**SECTION 3 - DIVERSE BUSINESS SUBCONTRACTORS**

*Complete per the instructions.*

**Table 3**  
**SVBE Subcontractors**

<b>SBE/VOB Commitments</b>	<b>SBE/VOB Indicator (SBE or VOB)</b>	<b>Describe SOW (One per row)</b>	<b>SVBE Percentage</b>

*Note – Use more rows as necessary*

**SECTION 4 – INCLUSION MANAGER**

*Complete per the instructions. The SVB Plan shall include section sub-heading to address the following:*

Inclusion Manager Name	
Firm	
Email	
Number	

Inclusion Manager Experience

Inclusion Manager Selection

Inclusion Manager Strategies

Inclusion Manager Availability

**SECTION 5 – PLAN TO MEET SVBE CONTRACT GOALS**

*Include a statement reaffirming commitment to meeting or exceeding the SVBE Contract Goals.*

*Complete per the instructions. The SVB Plan shall include section sub-heading to address the following:*

Outreach

1 Communication tools and strategies

2

3 Contracting Opportunities

4

5 Methods to ensure SBE and VOB Firms are successfully integrated into the Project

6

7 Lesson Learned

8

9 Managing the SVBE Contract Goals

10

11 Corrective Actions

12

13 Monitoring Prompt payments

14

15 Return of Retainage and Reconciliation

16

17

18 **SECTION 6 – PLAN FOR REPORTING GOAL ATTAINMENT**

19 *Complete per the instructions. The SVB Plan shall include section sub-headings to address*  
20 *the following:*

21

22 Reporting Processes and Steps

23

24 Future Potential Commitments or Opportunities

25

26 Reporting Experience and Capacity

27

28

29

## INSTRUCTIONS FOR COMPLETING THE SVB PLAN TEMPLATE

### Phase #1 - RFQ Requirements

The following instructions are to assist in completing those portions of Form E, SVB Plan that are required to be submitted with the Statement of Qualifications.

#### **Section 1 - Introduction**

*The Submitter shall clearly respond to the required information for: Project name, Submitter's name, Project Manager's name, and Inclusion Manager's name.*

##### *Affirm Commitment*

- The Submitter shall describe their team's intentions related to the creation and use of the SVB Plan*
- The Submitter shall affirm your team's commitment to achieving the SVBE Contract Goals.*
- The Submitter shall provide a "Commitment Statement" that acknowledge WSDOT's requirement to meet or exceed the SVBE Contract Goals.*
- The Submitter shall describe how your team recognizes the importance of inclusion and equity in the design and construction industry. They shall clearly state that they are committed to reaching out to small and veteran-owned businesses to help the State of Washington to meet or exceed the State's business utilization goals.*

##### *Means and Methods*

- The Submitter shall provide means and methods that may be used to support WSDOT's requirement to meet or exceed the SVBE Contract Goals.*

##### *Education Programs, Training Programs, and Resources*

- The Submitter shall acknowledge that education programs, training programs, and resources will be used support WSDOT's requirement to meet or exceed the SVBE Contract Goals.*

#### **Section 2 - Subcontracting Percentages**

##### *Table 2-1*

- This table will be completed by WSDOT with the SVBE Contract Goals. These are the minimum goals.*

##### *Table 2-2*

- The Submitter shall complete this table with their team's SVBE commitment goals. Note: the SVBE Contract Goals listed in Table 2-1 are the minimum. Will your teams SVBE commitment goals meet or exceed the SVBE Contract Goals?*

#### **Section 3 - Diverse Business Subcontractors**

*This section is not required to be completed during this phase.*

#### **Section 4 - Inclusion Manager**

*The Submitter shall state the Inclusion Manager's Name, Firm, phone number and email.*

##### **Inclusion Manager Experience**

- *The Submitter shall describe the experience of the Inclusion Manager.*
- *The Submitter shall describe how the Inclusion Manager experience brings knowledge of the identity, capabilities, and capacities of diverse SVBE Subcontractors, sub-consultants, and suppliers; experience recruiting and working with these companies in construction and consulting; and assisting these companies in developing relationships with Design-Builders. This individual may be a consultant or a qualified employee within Submitter's organization.*

##### **Inclusion Manager Selection**

- *The Submitter shall describe why the Inclusion Manager was chosen for the Project. What experience that makes them qualified for this Project, and the level of experience they have in working with the community.*

##### **Inclusion Manager Strategies**

- *The Submitter shall state that the Inclusion Manager will work with, and be integrated within, the Design-Build team to meet or exceed the SVBE Contract Goals.*

##### **Inclusion Manager Availability**

- *The Submitter shall describe the availability of the Inclusion Manager to meet the SVBE Contract Goals.*

#### **Section 5 – Plan to Meet SVBE Contract Goals**

*This section is not required to be completed during this phase.*

#### **Section 6 – Plan for Monitoring and Reporting of Commitments**

*This section is not required to be completed during this phase.*

## INSTRUCTIONS FOR COMPLETING THE SVB PLAN TEMPLATE

### Phase #2 - RFP Requirements

The following is provided for information only. It represents WSDOT's requirements, at the time of issuing the RFQ, of what the ITP requirement for the SVB Plan will be. It is subject to change when the RFP is officially issued.

### SECTION 1 - INTRODUCTION

*The Proposer shall use the SVB Plan submitted with their SOQ that clearly states the following: Project name, Submitter's name, Project Manager's name, and Inclusion Manager's name.*

#### Affirm Commitment

*The Proposer shall use the SVB Plan submitted with their SOQ.*

- The Proposer shall describe in detail your team's intentions related to the creation and use of the SVB Plan*
- The Proposer shall reaffirm your team's commitment to achieving the SVBE Contract Goals*
- The Proposer shall reiterate the provided "Commitment Statement" that shows your team acknowledge WSDOT's requirement to meet or exceed the SVBE Contract Goals.*
- The Proposer shall describe in detail how your team recognize the importance of inclusion and equality in the design and construction industry. They shall clearly state that they are committed to reaching out to small and veteran-owned businesses to help the State of Washington to meet or exceed the State's business utilization goals.*

#### Means and Methods

- The Proposer shall provide in detail clear means and methods that will be used and specific value and commitment statements that support WSDOT's requirement to meet or exceed the SVBE Contract Goals.*

#### Education Programs, Training Programs, and Resources

- The Proposer shall describe in detail what education programs, training programs, and resources that are in place or will be in place to communicate to its employees the expected employee behaviors and performance relative to implementing the State funded Design-Build SVB Plan.*

## SECTION 2 SUBCONTRACTING PERCENTAGE

### Table 2-1

- *This table will be completed by WSDOT with the SVBE Contract Goals. These are the minimum goals.*

### Table 2-2

- *The Proposer shall complete this table with their team's SVBE commitment goals. Your team may increase these SVBE commitment goals.  
Note: the SVBE Contract Goals listed in Table 2-1 are the minimum.*

## SECTION 3 DIVERSE BUSINESS SUBCONTRACTORS

### Table 3

- *The Proposer shall completely fill out Table 3, "SVBE Subcontractors" with any known SVBE Commitments.*
- *The Proposer shall include the names of any SVBE Commitments, if any, they committing to at the time of the proposal for this Project.*
- *The Proposer shall indicate if the SVBE Subcontractors is SBE or VOB.*
- *The Proposer shall describe the scope of Work the SVBE firms are committed to perform.*
- *The Proposer shall indicate the percentage this SVBE Subcontractor will fulfil.*

*If the Proposer has any SVBE Commitments in Table 3 a written confirmation from each SBE and VOB confirming the commitment made shall be included with the SVB Plan and submitted with their Proposal.*

## SECTION 4 INCLUSION MANAGER

### Inclusion Manager Experience

- *The Proposer shall describe in detail how the Inclusion Manager will use their experience to identity, recruit and assisting SVBE firms in developing relationships with Design-Builders.*

### Inclusion Manager Selection

- *The Proposer shall describe in detail how the chosen Inclusion Manager work with the community.*

### Inclusion Manager Strategies

- *The Proposer shall describe in detail the strategies the Inclusion Manager shall use to support the SVB Plan.*



- *The Proposer shall clearly describe the strategies of how the Inclusion Manager will work with, and be integrated within, the Design-Build team to meet or exceed the SVBE Contract Goals.*
- *The Proposer shall include a list of the Inclusion Manager's responsibilities. For purposes of completing the SVB Plan, the Inclusion Manager's responsibilities typically include, but are not limited to, the following:*
  - *Administration of the SVB Plan and oversight of SVBE Contract Goals attainment efforts*
  - *Outreach and networking with the SVBE community throughout the life of the Contract*
  - *Outreach to qualified SVBE firms to submit subcontract bids*
  - *Developing strategies for including SVBE firms in the Project*
  - *Outreach to qualified SVBE Subcontractors when replacement of Subcontractors is required during the Contract execution*
  - *Proposing effective strategies such as awarding SVBE firms for certain scopes of work and conducting competitive subcontract awards for remaining scopes of work*
  - *Working with estimators during the subcontract plan preparation and subcontract bidding*
  - *Reviewing procurement processes, procurement documents, bid evaluation, and award decisions to ensure the consideration of SVBE opportunities in each subcontract procurement*
  - *Submitting and discussing updates on a monthly basis with the WSDOT Engineer, which at a minimum includes new commitments, progress to date, and projections*
  - *Submitting required updates in WSDOT's reporting program and proactively moving the information through the system*
  - *Ensuring SVBE firms are performing a Commercially Useful Function*
  - *Evaluating change orders for potential diverse business participation and facilitating outreach to SVBE firms to encourage participation in the added Work*
  - *Assisting SVBE to successfully complete their scope of work on the Project*
  - *Preparing and submitting monthly and quarterly MSVWBE Progress Reports to WSDOT, describing current progress and forecasting to Physical Completion*

#### Inclusion Manager Availability

- *The Proposer shall describe in detail the availability of the Inclusion Manager to meet the SVBE Contract Goal. The submittal shall clearly address contractual availability of this person as noted in the Contract.*

## **SECTION 5 PLAN TO MEET SVBE CONTRACT GOALS**

### Outreach

- *The Proposer shall clearly state the proposed strategies and approaches to ensure outreach at all phases of the Project.*

#### Communication tools and strategies

- *The Proposer shall state and describe the communication tools and strategies, and the external or internal resources, used to assist in meeting or exceeding the SVBE Contract Goals.*

#### Contracting Opportunities

- *The Proposer shall detail the methods your team will use during their procurement of work and to clearly and transparently provide the SVBE firms potential upcoming opportunities.*
- *The Proposal shall include a measurable schedule showing outreach, solicitation timelines, contractual deadlines, and work or production activities.*
- *The Proposal shall provide a schedule showing outreach and solicitation timelines.*
- *The Proposal shall describe the tools and processes to support this effort.*

#### Methods to ensure SBE and VOB Firms are successfully integrated into the Project

- *The Proposer shall detail the methods used to help SVBE firms to successfully complete the Work on the Project Description of contractual requirements.*
- *The Proposal shall state the steps the Proposer intends to take to help SVBE firms become prequalified and the different options SVBE firms may use to submit bids.*
- *The Proposer shall clearly show that they have a process and tools in place to assist SVBE firms in preparing bids and to work with interested firms to help develop these business skills.*

#### Lesson Learned

- *The Proposer shall describe their team's processes to capture lessons learned*
- *The Proposer shall establish a process to capture lessons learned in working with all SVBE firms.*

#### Managing the SVBE Contract Goals

- *The Proposer shall describe strategies on how to meet or exceed SVBE Contract Goals.*
- *The Proposer shall clearly state how the Proposer will pass the commitment to obtaining and managing the SVBE Contract Goals to all their subcontracts.*

#### Corrective Actions

- *The Proposer shall describe strategies how they intend to manage all issues related to Contract.*

#### Prompt payments

- *The Proposer shall clearly state how they intend to manage all issues related to Contract payments. In particular, they shall address how they intend to comply with the Contract terms related to prompt payment.*

- *The Proposer shall clearly describe the process and timelines they will use to resolve disputes related to Contract terms and prompt payment.*

#### Retainage and Reconciliation

- *The Proposer shall clearly describe how they will manage contract retainage and reconcile the release of retainage.*
- *The Proposer shall clearly describe how they will communicate contractual items related to retainage and the release of retainage.*

### **SECTION 6 PLAN FOR MONITORING AND REPORTING OF COMMITMENTS**

#### Reporting Processes and Steps

- *The Proposer shall describe the processes and steps that will be taken for reporting to WSDOT during the life of the Project.*

#### Future Potential commitments or opportunities

- *This sub-section is not required to be completed during this phase.*

#### Reporting Experience and Capacity

- *The Proposer shall demonstrate experience and capacity to prepare reports in real time.*

## INSTRUCTIONS FOR COMPLETING THE SVB PLAN TEMPLATE

### Phase #3 - Post Execution Contract Implementation

The following is provided for information only. It represents WSDOT's requirements, at the time of issuing the RFQ, of what the Contract requirements for the SVB Plan will be. It is subject to change when the RFP is officially issued.

#### SECTION 1 - INTRODUCTION

*This section is not required to be completed during this phase.*

#### SECTION 2 SUBCONTRACTING PERCENTAGES

*Table 2-1*

- *No action required after Contract execution.*

*Table 2-2*

- *The Design-Builder shall modify only if the Design-Builder's SVB commitment goal increases.*

#### SECTION 3 DIVERSE BUSINESS SUBCONTRACTORS

*The Design-Builder shall use the SVB Plan submitted with their Proposal and update and expand Table 3 per the requirements in General Provisions Section 1-07.11 (11) Small and Veteran-Owned Business Enterprises (SVBE) and Minority and Women's Business Enterprise (MWBE) Participation.*

*Table 3*

- *The Design-Builder shall update Table 3, "SVBE Subcontractors" with any additional SVBE Commitments.*
- *The Design-Builder shall include the names of any SVBE Commitment for this Project.*
- *The Design-Builder shall indicate if the SVBE Subcontractors is SBE or VOB.*
- *The Design-Builder shall describe the scope of Work the SVBE firms are committed to perform.*
- *The Design-Builder shall indicate the percentage this SVBE Subcontractor will fulfil.*
- *The Design-Builder shall add another column to this table and provide the SVBE Commitment dollar amount.*
- *The Design-Builder shall add additional columns as needed to meet the requirements in General Provisions Section 1-07.11 (11).*
- *The Design-Builder shall add another row to provide total participation to date based on amounts paid to each SBE and VOB.*

1 *All SVBE Commitments in Table 3 require a written confirmation from each SBE and VOB*  
2 *confirming the commitment made. The Design-Builder shall include these written*  
3 *confirmations with the updated SVB Plan.*

#### 6 **SECTION 4 INCLUSION MANAGER**

7 *This section is not required to be completed during this phase unless there is a change in the*  
8 *Inclusion Manager or Availability.*

#### 11 **SECTION 5 PLAN TO MEET SVBE CONTRACT GOALS**

13 *The Design-Builder shall use the SVB Plan submitted with their Proposal and update per the*  
14 *requirements in General Provisions Section 1-07.11 (11) Small and Veteran-Owned Business*  
15 *Enterprises (SVBE) and Minority and Women's Business Enterprise (MWBE) Participation.*  
16 Outreach

- 17 • *The Design-Builder shall detail outreach done and future outreach.*
- 18 • *The Design-Builder shall detail current outreach strategies.*
- 19 • *The Design-Builder shall implement these strategies as soon as practical to ensure*  
20 *that opportunities are not lost during the start-up phase of the Project.*

#### 22 Communication tools and strategies

- 23 • *The Design-Builder shall provide any updates to the communication tools and*  
24 *strategies, and the external or internal resources, used to assist in meeting or*  
25 *exceeding the SVBE Contract Goals.*

#### 27 Contracting Opportunities

- 28 • *The Design-Builder shall provide any updates to the methods your team will use*  
29 *during their procurement of work and to clearly and transparently provide the SVBE*  
30 *firms potential upcoming opportunities.*
- 31 • *The Design-Builder shall provide any updates to the schedule showing outreach,*  
32 *solicitation timelines, contractual deadlines, and work or production activities.*
- 33 • *The Design-Builder shall provide a schedule showing outreach and solicitation*  
34 *timelines.*
- 35 • *The Design-Builder shall provide any updates to the tools and processes to support*  
36 *this effort.*
- 37 • *The Design-Builder shall incorporate this schedule into their Baseline Schedule.*
- 38 • *The Design-Builder shall recognize the time to prepare contractual bids and work*  
39 *with interested SVBE firms to ensure they are aware of opportunities and that they*  
40 *have sufficient time to prepare bids.*

#### 42 Methods to ensure SBE and VOB Firms are successfully integrated into the Project

- 43 • *The Design-Builder shall provide any updates to the methods used to help SVBE*  
44 *firms to successfully complete the Work identified in the Project Description.*

- *The Design-Builder shall provide any updates to help SVBE firms become prequalified, and the different options SVBE firms may use to submit bids.*
- *The Design-Builder shall provide any updates to the processes and tools in place to assist SVBE firms in preparing bids and to work with interested firms to have develop these business skills.*

#### Lesson Learned

- *The Design-Builder shall provide any updates to the process to capture lessons learned in working with all SVBE firms.*
- *The Design-Builder shall review these lessons learned on a regular basis and adjust the SVB Plan as needed.*

#### Strategies to meet the SVBE Contract Goals

- *The Design-Builder shall provide any updates to strategies on how to meet or exceed SVBE Contract Goals.*
- *The Design-Builder shall provide any updates on the commitment to obtaining and managing the SVBE Contract Goals to all their subcontracts.*
- *The Design-Builder shall provide evidence of GFEs to meet the SVBE Contract Goals.*

#### Corrective Actions

- *The Design-Builder shall provide details on corrective actions necessary to meet the SVBE Contract Goals.*

#### Prompt payments

- *The Design-Builder shall provide any update to how they intend to manage all issues related to Contract payments. In particular, they shall address how they intend to comply with the Contract terms related to prompt payment.*
- *The Design-Builder shall provide any updates to the process and timelines they used to resolve disputes related to Contract terms and prompt payment.*

#### Retainage and Reconciliation

- *The Design-Builder shall provide any updates to how they communicate contractual items related to retainage and the release of retainage.*
- *The Design-Builder shall provide details on retainage issues or concerns.*

### **SECTION 6 PLAN FOR MONITORING AND REPORTING OF COMMITMENTS**

*The Design-Builder shall use the SVB Plan submitted with their Proposal and update per the requirements in General Provisions Section 1-07.11 (11) Small and Veteran-Owned Business Enterprises (SVBE) and Minority and Women's Business Enterprise (MWBE) Participation.*

#### Reporting Processes and Steps

- *Only include this sub-section in this phase if processes and steps have changed.*

1 *Future Potential commitments or opportunities*

- 2       • *The Design-Builder shall list all future potential commitments or opportunities and*  
3       *show how they will meet the SVBE Contract Goals.*

4

5 *Reporting Experience and Capacity*

- 6       • *Only include this sub-section in this phase if processes and steps have changed.*

7

8

1	<b>Appendix B</b>	
2		<b>Abbreviations and Definitions</b>
3		



**General**

The following abbreviations and definitions shall apply generally to the design-build procurement process and have the meanings set forth herein.

**Abbreviations**

**Associations and Miscellaneous**

AAA	American Arbitration Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act of 1990
ADO	Award Determination Official
ADR	Alternative Dispute Resolution
AGA	American Gas Association
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMS	Aerospace Material Specification
ANSI	American National Standards Institute
APA	American Plywood Association
APE	Area of Potential Effect
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance Association
ARTBA	American Road & Transportation Builders Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials International
AWPA	American Wood Protection Association
AWS	American Welding Society
AWWA	American Water Works Association
BAFO	Best and Final Offer
BMP	Best Management Practice

1	CFR	Code of Federal Regulations
2	CLI	Chain Link Institute
3	CRAB	County Road Administration Board
4	CRSI	Concrete Reinforcing Steel Institute
5	CUF	Commercially Useful Function
6	DBE	Disadvantaged Business Enterprise
7	DBIA	Design-Build Institute of America
8	DIPRA	Ductile Iron Pipe Research Association
9	ECY	Washington State Department of Ecology
10	EEI	Edison Electric Institute
11	EEO	Equal Employment Opportunity
12	EIA	Electronic Industries Alliance
13	EPA	Environmental Protection Agency
14	EPD	Escrow Proposal Documents
15	ESAL	Equivalent Single Axle Loads
16	FHWA	Federal Highway Administration
17	FOP	Field Operating Procedure
18	FSBE	Federal Small Business Enterprise
19	FSS	Federal Specifications and Standards, General Services Administration
20	GBR	Geotechnical Baseline Report
21	GDR	Geotechnical Data Report
22	GP	General Purpose
23	HAC	High Accident Corridor
24	HAL	High Accident Location
25	HOT	High Occupancy Toll
26	HOV	High Occupancy Vehicle
27	HUD	United States Department of Housing and Urban Development
28	ICEA	Insulated Cable Engineers Association
29	IEEE	Institute of Electrical and Electronics Engineers
30	IES	Illumination Engineering Society
31	IGA	Intergovernmental Agreement
32	IMSA	International Municipal Signal Association
33	ITE	Institute of Transportation Engineers
34	ITP	Instructions to Proposers
35	ITS	Intelligent Transportation System
36	LID	Local Improvement District
37	LPI	Lighting Protection Institute
38	MOT	Maintenance of Traffic
39	MOU	Memorandum of Understanding
40	MP	Milepost

1	MSHA	Mine Safety and Health Act
2	MUTCD	Manual on Uniform Traffic Control Devices
3	MTCA	Model Toxics Control Act
4	NEC	National Electrical Code
5	NEMA	National Electrical Manufacturers' Association
6	NEPA	National Environmental Policy Act
7	NFPA	National Fire Protection Association
8	NIST	National Institute of Standards and Technology
9	NPDES	National Pollution Discharge Elimination System
10	NRMCA	National Ready Mix Concrete Association
11	NTP	Notice to Proceed
12	OEO	Office of Equal Opportunity
13	OJT	On the Job Training
14	OMWBE	Office of Minority and Women's Business Enterprises
15	OSHA	Occupational Safety and Health Administration
16	PAL	Pedestrian Accident Location
17	PCA	Portland Cement Association
18	PPI	Plastic Pipe Institute
19	P/PCI	Precast/Prestressed Concrete Institute
20	PTI	Post Tensioning Institute
21	QA	Quality Assurance
22	QPL	Qualified Products List
23	RAM	Request for Approval of Material
24	RCW	Revised Code of Washington (Laws of the State)
25	RFC	Released for Construction
26	RID	Road Improvement District
27	ROW	Right of Way
28	SAE	Society of Automotive Engineers
29	SATC	State Apprenticeship Training Council
30	SBE	Small Business Enterprise
31	SEPA	State Environmental Policy Act
32	SFTP	Secure File Transfer Protocol
33	SGDR	Supplemental Geotechnical Data Report
34	SOP	Standard Operating Procedure
35	SPCC	Spill Prevention, Control, and Countermeasures Plan
36	SPUI	Single Point Urban Interchange
37	SR	State Route
38	SSPC	Steel Structures Painting Council
39	STA	Station
40	SVBE	Small and Veteran-Owned Business Enterprise

1	TESC	Temporary Erosion and Sediment Control
2	TIA	Telecommunications Industry Association
3	TIB	Transportation Improvement Board
4	TR	Technical Requirements
5	TRB	Transportation Research Board
6	UL	Underwriters Laboratory
7	ULID	Utility Local Improvement District
8	UMTA	Urban Mass Transit Administration
9	VOB	Veteran-Owned Business
10	WAC	Washington Administrative Code
11	WAQTC	Western Alliance for Quality Transportation Construction
12	WCLIB	West Coast Lumber Inspection Bureau
13	WISHA	Washington Industrial Safety and Health Administration
14	WRI	Wire Reinforcement Institute
15	WSDOT	Washington State Department of Transportation
16	WWPA	Western Wood Products Association
17		

1 **Defined Terms**

2 The following capitalized terms shall have the following meanings:

3 **Alternative Technical Concept (ATC)** – A concept proposed by the Design-Builder  
4 and approved by WSDOT pursuant to the Instructions to Proposers, which modifies  
5 the Basic Configuration or other Contract requirements.

6 **Apparent Best Value** - Is the result of an evaluation and selection process that  
7 considers price and other key factors in determining the likelihood of successfully  
8 achieving the Project goals.

9 **Apparent Best Value Proposer** -The responsive Proposer chosen as a result of  
10 Apparent Best Value determination.

11 **Appendix (Appendices)** - Where referred to in the Request for Proposal  
12 Qualifications, the term Appendix (Appendices) refers to the documents listed in an  
13 Appendix.

14 **Applicable Law** - All laws, codes, rules, ordinances, restrictions, and regulations of  
15 the Federal, State, regional, or any local government (including those resulting from  
16 the initiative or referendum process) and judicial or administrative orders which  
17 affect the acquisition of real property for, or the design, construction, operation, or  
18 maintenance of the Project including, without limitation, those relating to fire, safety,  
19 land use, health, labor, environmental protection, seismic design, conservation, traffic  
20 control, parking, handicapped access, zoning and building laws, codes, ordinances,  
21 rules, and regulations.

22 **Broker** - A business firm that provides a bona fide service, such as professional,  
23 technical, consultant, or managerial services and assistance in the procurement of  
24 essential personnel, facilities, equipment, materials, or supplies required for the  
25 performance of the Contract; or Persons/companies who arrange or expedite  
26 transactions.

27 **Calendar Day** - Any day, or portion of a day, on the calendar including Saturdays,  
28 Sundays, and legal holidays, beginning and ending at midnight.

29 **Certified Business Description** – Specific descriptions of work the Disadvantaged  
30 Business Enterprise, Federal Small Business Enterprise, or both are certified to  
31 perform, as identified in the Certified Firm Directory,  
32 <https://omwbe.diversitycompliance.com/>, under the firm’s Certified Profile page.

33 **Code of Federal Regulations (CFR)** - Regulations that implement and carry out the  
34 provisions of Federal law relating to the administration of Federal-aid for highway.

35 **Commercially Useful Function (CUF)** - A firm performs a commercially useful  
36 function when it is responsible for execution of the work of the contract and is  
37 carrying out its responsibilities by actually performing, managing, and supervising the  
38 work involved. To perform a commercially useful function, the firm must also be  
39 responsible, with respect to materials and supplies used on the contract, for ordering,  
40 negotiating price, paying for, determining quality and quantity, and installing (where  
41 applicable) for the material itself.

A SVBE or MWBE firm does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or Project through which the funds are passed in order to obtain the appearance of SVBE or MWBE participation.

**Completion Date/Completion** - The meaning set forth in Section 1-08.5(3).

**Contract** - Depending on the context, either (a) the written agreement (Contract Form) between WSDOT and the Design-Builder or (b) the Contract Documents.

**Contract Bond** - The approved form of security furnished by the Design-Builder and the Design-Builder's Surety as required by the Contract that guarantees performance of the Work required by the Contract and payment to anyone who provides supplies or labor for the performance of the Work and performance as required under the Warranty requirements of the Contract.

**Design-Builder** - The firm, partnership, joint venture, or organization that contracts with WSDOT to perform the Work.

**Design Work** - Work that includes technical reports/memoranda, design survey, geotechnical testing and engineering, Utilities investigation and design, pavement design, Structures design, drainage design, stormwater/water quality management plans, landscape architecture and design, civil roadway design, traffic engineering, lighting design, and Quality Assurance.

**Digital Signature** - A cryptographic electronic signature created and sent by a recognized agent of the Design-Builder using a certificate to provide authentication. Examples of records where digital signatures are required include, at a minimum:

- Form 134-146, Final Contract Voucher Certificate
- Form 421-009, Retained Percentage (except landscaping)

**Electronically submitted/delivered** - The successful submittal of a Statement of Qualifications or Proposal to the WSDOT secure file transfer protocol (SFTP) site via the process described in the Request for Qualifications or Request for Proposal. The Statement of Qualifications and Proposal files shall be free of defects affecting the access and evaluation of the documents by WSDOT.

**Environmental Laws** - All Governmental Rules now or hereafter in effect regulating, relating to, or imposing liability or standards of conduct concerning the environment or to emissions, discharges, releases, or threatened releases of hazardous, toxic, or dangerous waste, pollutant, contaminant, substance, or material into the environment including into the air, surface water, or groundwater or onto land, or relating to the manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, or handling of hazardous, toxic, or dangerous waste, pollutant, contaminant, substance, or material, or otherwise relating to the protection of public health, public welfare, public safety or the environment (including protection of nonhuman forms of life, land, surface water, groundwater, and air), including, at a minimum, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA"), as amended by the Superfund Amendment and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA"), as amended by

the Solid and Hazardous Waste Amendments of 1984; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the National Environmental Policy Act, 42 U.S.C. §4321 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Hazardous Materials Transportation Uniform Safety Act; the Oil Pollution Act of 1990; the Endangered Species Act, 16 U.S.C. §1531 et seq.; the Federal Water Pollution Control Act, the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Migratory Bird Treaty Act, 16 U.S.C. §703 et seq.; Fish and Game Code §1600 et seq.; the Washington Model Toxics Control Act, Chapter 70.105D RCW; and the Washington Hazardous Waste Management Act, Chapter 70.105 RCW; the Washington Water Pollution Control Act; the Clean Air Washington Act; the Washington Solid Waste Management laws; the Washington Underground Petroleum Storage Tanks Act, the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, all as amended and supplemented previously or in the future.

**Good Faith Efforts (GFE)** – Efforts to achieve the Small and Veteran Owned Business Enterprise Goal or other requirements which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

**Governmental Approvals** - Any approval, authorization, certification, consent, exemption, filing, lease, license, permit, registration, or ruling, required by or with any Governmental Body in order to perform the Work or any Relocation Work being performed by a Utility Owner, including any modification or supplement to any of the foregoing, but excluding (a) any such approvals relating to the work to be performed by other contractors as specifically described in the Contract Documents and (b) any such approvals required by or with a Governmental Body in its capacity as a Utility Owner.

**Governmental Body** - Any Federal, State, local, or foreign government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body, or entity other than WSDOT.

**Governmental Rules** - All applicable Federal, State, and local laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, orders, and decrees of any Governmental Body having jurisdiction over the Project or Site, the practices involved in the Project or Site, any Work, or any Utility Work being performed by a Utility Owner. The term “Governmental Rule” does not include Governmental Approvals.

**Hazardous Materials** - Any (a) substance, product, waste, pollutant, contaminant, or other material of any nature whatsoever that exceeds maximum allowable concentrations for elemental metals, organic compounds, or inorganic compounds, as defined by any Environmental Law; (b) substance, product, waste, pollutant, contaminant, or other material of any nature whatsoever that is or becomes listed,

regulated, or addressed pursuant to any Environmental Law; (c) substance, product, waste, pollutant, contaminant, or other material of any nature whatsoever which may give rise to liability under clause (a) or (b) or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a State or Federal court; (d) petroleum hydrocarbons excluding de minimus amounts and excluding petroleum hydrocarbon products contained within regularly operated motor vehicles; and (e) hazardous building materials including, but not limited to, asbestos or asbestos-containing materials, lead or polychlorinated biphenyls (PCBs) in Structures and other improvements on or in the Site or in subsurface artifacts (other than mineral asbestos naturally occurring in the ground). The term “Hazardous Materials” includes Hazardous Waste.

**Hazardous Materials Management** - Sampling, stockpiling, treatment, clean up, remediation, transportation, and off-site disposal of Hazardous Materials, whichever is the most cost effective approach authorized under applicable Governmental Rules and Environmental Law.

**Hazardous Waste** - Waste as defined in 40 C.F.R. Part 261.

**Injunction** - the permanent injunction regarding culvert correction (United States District Court Western District of Washington at Seattle, United States of America, et al., Plaintiffs, v. State of Washington, et al., Defendants, No. C70-9213 subproceeding No. 01-1, (Culverts), Permanent Injunction Regarding Culvert Correction).

**Instructions to Proposers (ITP)** - The WSDOT-issued document included in the Request for Proposal, providing instructions regarding the preparation and submission of the Proposal.

**Legal Requirements** - All applicable Federal, State, and local laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, orders, and decrees of any Governmental Body having jurisdiction over the Project or Site, the practices involved in the Project or Site, any Work, or any Utility Work being performed by a Utility Owner. The term “Legal Requirements” does not include Governmental Approvals.

**Local Agency** - A Governmental Body that is not a Federal or state government.

**Major Participants** - The entities described in the Request for Qualifications.

**Manufacturer (SVBE or MWBE)** - A SVBE or MWBE firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract. A Manufacturer shall produce finished goods or products from raw or unfinished material or purchase and substantially alters goods and materials to make them suitable for construction use before reselling them.

**Minority Business Enterprise (MBE)** - A minority owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Office of Minority & Women’s Business Enterprises.



1       **Notice to Proceed (NTP)** - The written authorization issued by WSDOT that permits  
2       the Design-Builder to commence performance of the Work. This project will use a  
3       phased NTP as described in Section 4.4.2.

4       **Person** - Any individual, corporation, company, limited liability company, voluntary  
5       association, partnership, trust, unincorporated organization, or Governmental Body.

6       **Physical Completion Date, Physical Completion** - Physical Completion shall be  
7       deemed to have occurred when all of the following conditions have been met:

8       (a)     Design-Builder has completed all construction Work, including initial  
9       planting, correction of any defects, deficiencies, and deviations with respect to the  
10      Project which were waived pending Physical Completion, and completion of all  
11      Punch List items.

12      (b)     Design-Builder has satisfied all conditions to acceptance by Utility Owners.

13      (c)     Design-Builder has satisfied all requirements regarding Final Cleanup  
14      pursuant to Section 1 04.11.

15      (d)     Design-Builder has furnished the Design Documentation Package and Project  
16      file in compliance with Section 2.12, Project Documentation.

17      **Professional Engineer**- An engineer registered in the State of Washington under  
18      Title 18 RCW.

19      **Project** - The \*\*\*I-5 / Tributaries to Friday, Lake & Chuckanut Creeks – Fish  
20      Passage\*\*\* Project.

21      **Proposal** - The proposal submitted by the Design-Builder in response to the Request  
22      for Proposal, including the Price Proposal, the Technical Proposal, and all  
23      clarifications and supplements thereto.

24      **Proposal Due Date** - The date specified for delivery of Proposals in the Instructions  
25      to Proposers.

26      **Proposal Price** - The total price for performance of the Work set forth in the  
27      Proposal.

28      **Qualification (Personnel)** - The characteristics or abilities gained through  
29      documented training, documented experience, or both, as measured against  
30      established standards, knowledge tests, and performance tests that qualify an  
31      individual to perform a required function.

32      **Quality Assurance (QA)** - All those planned and systematic actions performed by  
33      the Design-Builder to demonstrate to WSDOT that the Work complies with the  
34      Contract and that all elements of the Work will perform satisfactorily for the  
35      purpose(s) intended.

36      **Quality Management Plan (QMP)** - The plan, developed by the Design-Builder,  
37      which identifies the Design-Builder's overall framework for implementation of its  
38      QC and QA programs across all aspects of the Project.

39      **Quality Verification (QV)** - A combination of inspections, independent sampling,  
40      and testing performed by WSDOT, or their agent, on a random basis to validate that

- 1 the Design-BUILDER is following the approved QA procedures and that such  
2 procedures appear to be effective in assuring quality.
- 3 **Reference Documents** - Reference Documents are for information purposes only and  
4 the Design-BUILDER shall rely upon Reference Documents at its own risk.
- 5 **Related Entity** - The Design-BUILDER, Subcontractors, and their employees, agents  
6 and officers, and all other Persons for whom the Design-BUILDER may be legally or  
7 contractually responsible.
- 8 **Request for Proposal (RFP)** - The document package issued by WSDOT requesting  
9 submittal of Proposals for the Project and providing information relevant to the  
10 preparation and submittal of Proposals, including the Instructions to Proposers,  
11 Contract Documents, and Reference Documents.
- 12 **Resource Co-Managers** - Treaty Tribes and WDFW, with jurisdiction over activities  
13 affecting streams and associated habitat.
- 14 **Right of Way (ROW)** - Land, property, or property interest, acquired for or devoted  
15 to transportation purposes. The term specifically excludes any Utility Easements, and  
16 any temporary easements or other real property interests outside of the access control  
17 line which the Design-BUILDER deems necessary or advisable in connection with (a)  
18 construction of the Project, (b) Relocations, or both.
- 19 **Roadway** - The portion of the Right of Way within the outside limits of the side  
20 slopes.
- 21 **Secretary of Transportation** - The chief executive officer of WSDOT.
- 22 **Section/section** - The capitalized version designates a reference to an entire  
23 Technical Requirement section (e.g., Section 2.1). The lower case version designates  
24 a reference to information contained within the same Technical Requirement  
25 subsection.
- 26 **Sensitive Areas** - Resources on or adjacent to the Project location, which are  
27 regulated or protected by Federal, State or local regulatory agencies or tribes,  
28 including natural features (e.g., wetlands, other waterbodies, jurisdictional ditches,  
29 buffers, mitigation sites and floodplains as depicted on Conceptual Plans), and areas  
30 with known contamination or cultural resources.
- 31 **Shoulder** - The part of the roadway next to the traveled way or auxiliary lanes. It  
32 provides lateral support of base and surface courses and is an emergency stopping  
33 area for vehicles.
- 34 **Small Business Enterprise (SBE)** – Any business that is owned and operated  
35 independently from all other businesses, has either fifty or fewer employees, or has a  
36 gross revenue of less than seven million dollars annually as listed on federal tax  
37 returns or with the Washington State Department of Revenue, and is self-certified  
38 through the Washington State Department of Enterprise Services and listed as a  
39 “small, mini or micro business” in its certification.
- 40 Small businesses can be located by searching the WEBS directories at: [https://pr-](https://pr-webs-vendor.des.wa.gov/)  
41 [webs-vendor.des.wa.gov/](https://pr-webs-vendor.des.wa.gov/)

- 1 Information on how to search the directories is located at:  
2 <https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business->  
3 [programs](https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-)
- 4 **Specialty Report** - A complex hydraulic report as defined in Chapter 1 of the  
5 *WSDOT Hydraulics Manual*.
- 6 **State** - The State of Washington acting through its elected officials and their  
7 authorized representatives, including, at a minimum, WSDOT, or the State of  
8 Washington in the geographic sense, depending on the context.
- 9 **Structural Engineer** – An engineer registered in the State of Washington under Title  
10 18 RCW.
- 11 **Subcontractor/Subconsultant** - An individual, partnership, firm, corporation, or  
12 joint venture who is sublet part of the Contract by the Design-Builder. Suppliers and  
13 materialmen are excluded from the term.
- 14 **Subcontractor (SVBE or MWBE)** - An individual, partnership, firm, corporation, or  
15 joint venture who meet the definition of a Minority, Small Business, Women or  
16 Veteran-Owned Business and who is sublet part of the Contract.
- 17 **Supplier (SVBE or MWBE)**– A firm that owns, operates, or maintains a store,  
18 warehouse, or other establishment in which the materials or supplies required for the  
19 performance of a Contract are bought, kept in stock, and regularly sold to the public  
20 in the usual course of business. To be a Supplier, the SVBE or MWBE firm must be  
21 an established business that engages in as its principal business and in its own name  
22 the purchase and sale of the products in question. A Supplier in such items as steel,  
23 cement, gravel, stone, and petroleum products need not own, operate or maintain a  
24 place of business if it both owns and operates distribution equipment for the products.  
25 Any supplementing of suppliers’ own distribution equipment shall be by long-term  
26 formal lease agreements and not on an ad-hoc basis. Brokers, packagers,  
27 manufacturers’ representatives, or other persons who arrange or expedite transactions  
28 shall not be regarded as Suppliers within the meaning of this definition.
- 29 **Surety** - The company(ies) bound with the Design-Builder to ensure performance of  
30 the Contract, payment of all obligations pertaining to the Work, and fulfillment of  
31 such other conditions as are specified in the Contract, Contract Bond, or otherwise  
32 required by law.
- 33 **SVB Plan** - The plan submitted by Design-Builder with its SOQ and Proposal  
34 pursuant to the Request for Qualifications and Instructions to Proposers and updated  
35 in accordance with Section 1-07.11.
- 36 **SVBE Commitment** – The scope of work and dollar amount that the Design-Builder  
37 commits to a SVBE firm as indicated in the SVB Plan. These SVBE Commitments  
38 will be incorporated into the Contract and shall be considered a Contract requirement.
- 39 **SVBE Contract Goal** – The amount of SVBE participation that must be attained by  
40 the Design-Builder. There are two SVBE Contract Goals are expressed as a  
41 percentage of the Design-Builders Proposal plus executed Change Orders. This is the  
42 minimum amount that the Design-Builder shall commit to by submission of the SVB

1 Plan including Good Faith Efforts. There are two separate SVBE Contract Goals that  
2 must be met: one for Small Business Enterprises (SBE) and one for Veteran-Owned  
3 Business (VOB). Amounts paid to a SVBE will only be credited to one SVBE  
4 Contract Goal expressed above (either SBE or VOB, but not both) in which the  
5 SVBE firm is eligible.

6 **Veteran-Owned Business (VOB)** – A veteran-owned business meeting the  
7 requirements of RCW 43.60A.010 and listed in WEBS.

8 Veteran-owned businesses can be located by searching the WEBS directories at:  
9 <https://pr-webs-vendor.des.wa.gov/>

10 Information on how to search the directories is located at:  
11 [https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-](https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-programs)  
12 [programs](https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-programs)

13 **Warranty (ies)** - An assurance by the Design-Builder that the Work is free of  
14 defects, conforms to Professional Engineering Principles in the State of Washington,  
15 and meets the requirements of the Contract Documents in which the Design-Builder  
16 agrees to repair or replace Work or items that are defective or do not meet the  
17 requirements of the Contract for a defined period.

18 **Washington State Department of Transportation (WSDOT)** - The State Agency  
19 authorized by law to administer transportation-related Work.

20 **Washington's Electronic Business Solution (WEBS)** – Washington Electronic  
21 Business Solution (WEBS) is administrated by Department of Enterprise Services and  
22 is an electronic supplier registration database that allows businesses to showcase their  
23 products and services to all state agencies and political subdivisions. [https://pr-webs-](https://pr-webs-vendor.des.wa.gov/)  
24 [vendor.des.wa.gov/](https://pr-webs-vendor.des.wa.gov/)

25 **Women Business Enterprise (WBE)** – A women owned business meeting the  
26 requirements of RCW 39.19 and WAC 326 and certified by the Office of Minority &  
27 Women's Business Enterprises.

28 **Work** - All of the administrative, design, engineering, real property acquisition  
29 support services, Utility support services, procurement, legal, professional,  
30 manufacturing, supply, installation, construction, supervision, management, testing,  
31 inspection, labor, materials, equipment, maintenance, documentation, and other duties  
32 and services to be furnished and provided by the Design-Builder as required by the  
33 Contract Documents, including all efforts necessary or appropriate to achieve Final  
34 Acceptance, except those efforts which the Contract Documents specify will be  
35 performed by WSDOT or other Persons. In certain cases, the term may also be used  
36 to mean the products of the Work.

37 **Written** - Any communication (except social media) exchanged electronically,  
38 including, at a minimum, requests, notices, demands, approvals, decisions,  
39 submissions, consents, correspondence, amendments, agreements, summaries,  
40 recommendations, releases, authorizations, tests, releases, instruments,  
41 determinations, orders, change orders, statements, protests, notifications, settlements,  
42 records, contracts, and confirmations, that can be readily furnished as support or  
43 evidence for a decision.

- 1        **WSDOT Engineer** - The WSDOT representative responsible for making decisions
- 2        on behalf of WSDOT as outlined in the Contract.
- 3        **WSDOT Form** - Forms developed and maintained by WSDOT that are required or
- 4        available for use on a project. These forms can be downloaded from the forms
- 5        catalogue at: <http://wsdot.wa.gov/forms/pdfForms.html>